

COUNTY OF YOLO

Subgrant Signature Sheet

Title -VI

Agreement/ Subgrant No. 80-942

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
University of California, Davis

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and The University of California, Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : University of California, Davis

NOV 10 1980

MAILING ADDRESS : 312 Mrak Hall

PETER MCNAMEE, Clerk
By *Peter McNamee*
Deputy

CITY & STATE : Davis, CA 95616

PHONE : 752-7300

PROGRAM DIRECTOR : Emily Mast

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$142,560.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Allen Mast

Name and Title

Date

By Signature

X *Arthur H. Edmunds*

Name and Title

FOR

Date

Twyla J. Thompson, Chairman
Board of Supervisors

OCT 2 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the University of California, Davis
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The University of California, Davis is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) CFR Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h) Prime Sponsor Significant Segment Goals for Public Services Employment
- (i) Operating Budget
- (j)
- (k)
- (l)
- (m)
- (n)
- (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 01, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

16 (a) Total Reimbursement shall not exceed the amount of \$142,560.00,
17 as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:

20 (1) Within ten (10) days following the completion of each
21 calender month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.

24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.
(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to participants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

set forth the extent expenditures exceed a prorata portion of the entire budget category for the term of this program and shall explain in detail the reasons for such excess.

13. Procedures for Corrective Action

- (a) Whenever the PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE has failed to comply with any provision of this SUBGRANT, the PRIME SPONSOR may order corrective action.
- (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE a written notice setting forth the nature of SUBGRANTEE's non-compliance and a procedure whereby SUBGRANTEE and its officers or responsible employees may have an opportunity to meet with the PRIME SPONSOR for the purposes of considering the need for and nature of corrective action.
- (c) An order for corrective action shall be in writing and shall set forth specific directions for corrective action and a detailed timetable for implementing the specific directions for reporting to PRIME SPONSOR as to implementation. The order shall be served on SUBGRANTEE.
- (d) If SUBGRANTEE shall fail to implement an order for corrective action, or if it shall fail to do so within the timetable set for implementation, the PRIME SPONSOR may recommend that the Governing Body suspend payments hereunder or terminate this SUBGRANT.
- (e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the PRIME SPONSOR shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.
- If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SUBGRANTEE may have for Workers' Compensation.

33. Entire Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this Agreement. This Agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

34. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. Wherefore, the parties have executed this SUBGRANT No. 80-342.

35. Federal Regulations

The Comprehensive Employment and Training Act Regulations, 20 CFR Parts 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

X *Arthur J. Thompson*
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

Allen H. Mann
(Signature of Authorized Officer)

19

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Allen S. Shaw

Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular, 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
 - l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

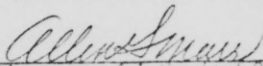
- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-2, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date)

19



(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

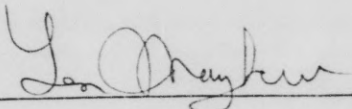
Fecha: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR

NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.



SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 Fifth Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-17-80

Subgrantee Name and Address:

U.C. Davis

312 Mrak Hall

Davis, CA 95616

Contact Person: Emily Mast

Phone 752-7300

Period: From 10-1-80 To 9-30-81

Program Name: _____

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.						11,880			11,880
NOV.						11,880			11,880
DEC.						11,880			11,880
JAN.						11,880			11,880
FEB.						11,880			11,880
MAR.						11,880			11,880
APR.						11,880			11,880
MAY						11,880			11,880
JUNE						11,880			11,880
JULY						11,880			11,880
AUG.						11,880			11,880
SEPT.						11,880			11,880
TOTAL						142,560			142,560

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			10,530	1,350				11,880
NOV.			10,530	1,350				11,880
DEC.			10,530	1,350				11,880
JAN.			10,530	1,350				11,880
FEB.			10,530	1,350				11,880
MAR.			10,530	1,350				11,880
APR.			10,530	1,350				11,880
MAY			10,530	1,350				11,880
JUNE			10,530	1,350				11,880
JULY			10,530	1,350				11,880
AUG.			10,530	1,350				11,880
SEPT.			10,530	1,350				11,880
TOTAL			126,360	16,200				142,560

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Signature

Fiscal Officer

CETA Director

9-28-80

Date

9-28-80

Date

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: U.C. Davis
2. Title VI Project Name:
3. Position Title: Clerk Trainee
4. Date Submitted: 9-17-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$	\$ 702.00
a. Base Salary	\$	\$ 702.00
b. Additional Holiday Pay	\$	\$ -
c. Additional Shift Differential Pay	\$	\$ -
8. Overtime Pay	\$	\$ -
9. Fringe Benefits	\$	\$ -
a. Social Security..... %	\$	\$ -
b. Medical Insurance	\$	\$ 36.72
c. Dental Plan	\$	\$ -
d. Uniform Allowance	\$	\$ -
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
_____ X _____ X _____ =	\$	\$ 7.37
f. Mileage		
_____ miles @ _____ per mile	\$	\$ -
g. Other (specify)		
Life Ins. @ .10%		.70
Non-Industrial Disability @ .29%	\$	\$ 2.05
Accrued Vacation @ 6.16%	\$	\$ 43.25
10. Total Fringe Benefits Cost	\$	\$ 90.09
11. Total Position Cost	\$	\$ 792.09

12. Anticipated Salary Increases

a. Cost of Living

_____ % Effective Date 7-1-81 \$ \$
_____ % Effective Date \$ \$

b. Step Increases

_____ % Effective Date \$ \$
_____ % Effective Date \$ \$

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	\$	\$ 8,424
b. Fringe Benefits	\$	\$ 1,080
c. Total	\$	\$ 9,504

14. Number of Positions Being Requested 1

15. Prepared By: Christina Crist

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: U.C. Davis
2. Title VI Project Name:
3. Position Title: Senior Typist Clerk A Trainee
4. Date Submitted: 9-17-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ _____	\$ 702.00
a. Base Salary	\$ _____	\$ 702.00
b. Additional Holiday Pay	\$ _____	\$ -
c. Additional Shifly Differential Pay	\$ _____	\$ -
8. Overtime Pay	\$ _____	\$ -
9. Fringe Benefits	\$ _____	\$ _____
a. Social Security.....%	\$ _____	\$ -
b. Medical Insurance	\$ _____	\$ 36.72
c. Dental Plan	\$ _____	\$ -
d. Uniform Allowance	\$ _____	\$ -
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
_____ X _____ X _____ =	\$ _____	\$ 7.37
f. Mileage		
_____ miles @ _____ per mile.....	\$ _____	\$ -
g. Other (specify)		
Life Ins. @ .10%		.70
Non-Industrial Disability @.29%	\$ _____	\$ 2.05
Accrued Vacation @6.16%	\$ _____	\$ 43.25
10. Total Fringe Benefits Cost	\$ _____	\$ 90.09
11. Total Position Cost	\$ _____	\$ 792.09
12. Anticipated Salary Increases		
a. Cost of Living		
_____ % Effective Date 7-1-81	\$ _____	\$ _____
_____ % Effective Date _____	\$ _____	\$ _____
b. Step Increases		
_____ % Effective Date _____	\$ _____	\$ _____
_____ % Effective Date _____	\$ _____	\$ _____
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$ _____	\$ 8,424
b. Fringe Benefits	\$ _____	\$ 1,080
c. Total	\$ _____	\$ 9,504

14. Number of Positions Being Requested 1

15. Prepared By: Christina Crist

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: U.C. Davis
2. Title VI Project Name:
3. Position Title: Laboratory Assistant I
4. Date Submitted: 9-17-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ _____	\$ 702.00
a. Base Salary	\$ _____	\$ 702.00
b. Additional Holiday Pay	\$ _____	\$ -
c. Additional Shifly Differential Pay	\$ _____	\$ -
8. Overtime Pay	\$ _____	\$ -
9. Fringe Benefits	\$ _____	\$ _____
a. Social Security.....%	\$ _____	\$ -
b. Medical Insurance	\$ _____	\$ 36.72
c. Dental Plan	\$ _____	\$ -
d. Uniform Allowance	\$ _____	\$ -
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
_____ X _____ X _____ = _____	\$ _____	\$ 7.37
f. Mileage		
_____ miles @ _____ per mile.....	\$ _____	\$ -
g. Other (specify)		
Life Ins. @ .10%		.70
Non-Industrial Disability @ .29%	\$ _____	\$ 2.05
Accrued Vacation @ 6.16%	\$ _____	\$ 43.25
10. Total Fringe Benefits Cost	\$ _____	\$ 90.09
11. Total Position Cost	\$ _____	\$ 792.09

12. Anticipated Salary Increases

a. Cost of Living

_____ % Effective Date 7-1-81 \$ _____ \$ _____
 _____ % Effective Date _____ \$ _____ \$ _____

b. Step Increases

_____ % Effective Date _____ \$ _____ \$ _____
 _____ % Effective Date _____ \$ _____ \$ _____

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	\$ _____	\$ 33,696
b. Fringe Benefits	\$ _____	\$ 4,320
c. Total	\$ _____	\$ 38,016

14. Number of Positions Being Requested 4

15. Prepared By: Christina Crist

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: U.C. Davis
2. Title VI Project Name:
3. Position Title: Laboratory Helper Trainee
4. Date Submitted: 9-17-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month	\$ _____	\$ 702.00
a. Base Salary	\$ _____	\$ 702.00
b. Additional Holiday Pay	\$ _____	\$ -
c. Additional Shift Differential Pay	\$ _____	\$ -
8. Overtime Pay	\$ _____	\$ -
9. Fringe Benefits	\$ _____	\$ _____
a. Social Security.....%	\$ _____	\$ -
b. Medical Insurance	\$ _____	\$ 36.72
c. Dental Plan	\$ _____	\$ -
d. Uniform Allowance	\$ _____	\$ -
e. Workers' Compensation		
Rate X Experience Rating X (Salary + 100)		
____ X _____ X _____ =	\$ _____	\$ 7.37
f. Mileage		
_____ miles @ _____ per mile.....	\$ _____	\$ -
g. Other (specify)		
Life Ins. @ .10%		.70
Non-Industrial Disability @.29%	\$ _____	\$ 2.05
Accrued Vacation @ 6.16%	\$ _____	\$ 43.25
10. Total Fringe Benefits Cost	\$ _____	\$ 90.09
11. Total Position Cost	\$ _____	\$ 792.09

12. Anticipated Salary Increases

a. Cost of Living

_____ 5 % Effective Date 7-1-81 \$ _____ \$ _____
 _____ % Effective Date _____ \$ _____ \$ _____

b. Step Increases

_____ % Effective Date _____ \$ _____ \$ _____
 _____ % Effective Date _____ \$ _____ \$ _____

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages	\$ _____	\$ 42,120
b. Fringe Benefits	\$ _____	\$ 5,400
c. Total	\$ _____	\$ 47,520

14. Number of Positions Being Requested 5

15. Prepared By: Christina Crist

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: U.C. Davis
2. Title VI Project Name:
3. Position Title: Laboratory Assistant II
4. Date Submitted: 9-17-80

5. Actual Costs 6. Federal Costs

7. Total Salary Per Month	\$ _____	\$ 702.00
a. Base Salary	\$ _____	\$ 702.00
b. Additional Holiday Pay	\$ _____	\$ -
c. Additional Shift Differential Pay	\$ _____	\$ -
8. Overtime Pay	\$ _____	\$ -
9. Fringe Benefits	\$ _____	\$ _____
a. Social Security.....%	\$ _____	\$ -
b. Medical Insurance	\$ _____	\$ 36.72
c. Dental Plan	\$ _____	\$ -
d. Uniform Allowance	\$ _____	\$ -
e. Workers' Compensation		
Rate X Experience Rating X (Salary ÷ 100)		
_____ X _____ X _____ = _____	\$ _____	\$ 7.37
f. Mileage		
_____ miles @ _____ per mile.....	\$ _____	\$ -
g. Other (specify)		
Life Insurance @ .10%	\$ _____	\$.70
Non-Industrial Disability @ .29%	\$ _____	\$ 2.05
Accrued Vacation @ 6.16%	\$ _____	\$ 43.25
10. Total Fringe Benefits Cost	\$ _____	\$ 90.09
11. Total Position Cost	\$ _____	\$ 792.09
12. Anticipated Salary Increases		
a. Cost of Living		
_____ % Effective Date 7-1-81	\$ _____	\$ _____
_____ % Effective Date _____	\$ _____	\$ _____
b. Step Increases		
_____ % Effective Date _____	\$ _____	\$ _____
_____ % Effective Date _____	\$ _____	\$ _____
13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)		
a. Wages	\$ _____	\$ 33,696
b. Fringe Benefits	\$ _____	\$ 4,320
c. Total	\$ _____	\$ 38,016

14. Number of Positions Being Requested 4

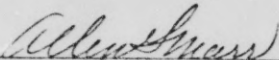
15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.



Authorized Signature

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI

Agreement/
Subgrant No. 80-343

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Winters Fire Protection Dist.

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and Winters Fire Protection District, hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Winters Fire Protection District OCT 27 1980

MAILING ADDRESS : 10 Abbey St.

PETER MONTAGUE, CHAIRMAN
By *Patricia Thompson*
DEPUTY

CITY & STATE : Winters, CA 95694 PHONE : 795-4131

PROGRAM DIRECTOR : Captain Kidder

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on 10-1-80

The term of the SUBGRANT shall end on 9-30-81

The total amount of the SUBGRANT is \$32,592.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

David G. Kidder

By Signature

Patricia Thompson

Name and Title

Date

DAVID G. KIDDER

10/22/80

Captain

Winters Fire Dist.

ATTEST: A. EDWARDS

Name and Title

FOR

Date

Twyla J. Thompson, Chairman
Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Winters Fire Protection Dist.
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
 - (d) Providing job training and employment opportunities for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The Winters Fire Protection District is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) CFR Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Prime Sponsor Significant Segment Goals for Public Services Employment
22 (i) Operating Budget
23 (j)
24 (k)
25 (l)
26 (m)
27 (n)
23 (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$2,592.00, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to participants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
- 3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
- 5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
- 7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

- 3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."
- 7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."
- 14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.
28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 343.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edwards
ARTHUR H. EDWARDS
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

Whites Fire Dist.

(Legal Name of SUBGRANTEE)

D. D. K. Blair

(Signature of Authorized Officer)

10/22 19*80*
(Date)

Captain W.F.D.

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Winters Fire Dist

Name of Subgrantee

[Signature]

Authorized Signature

10/22/80

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
 - l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
- a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Walter F. Dist
(Legal Name of SUBGRANTEE)

10/22
(Date)

1980

D. O. Kell
(Signature of Authorized Officer)

Capt W.F.D.
(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV 574-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, metas y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

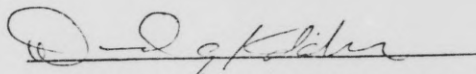
Fecha: _____

I. COMPLIANCE STATEMENT

I, DAVID G. KIDDER, AM RESPONSIBLE FOR

NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.


SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: VI _____

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-17-80

Subgrantee Name and Address:

Contact Person: Captain Kidder

Winters Fire Protection District

Phone 795-4131

10 Abbey St.

Period: From 10-1-80 To 9-30-81

Winters, CA 95694

Program Name: _____

MONTH	ACTIVITY							TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	
OCT.						2,612		2,612
NOV.						2,612		2,612
DEC.						2,612		2,612
JAN.						2,612		2,612
FEB.						2,612		2,612
MAR.						2,612		2,612
APR.						2,820		2,820
MAY						2,820		2,820
JUNE						2,820		2,820
JULY						2,820		2,820
AUG.						2,820		2,820
SEPT.						2,820		2,820
TOTAL						32,592		32,592

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.			2,460	152				2,612
NOV.			2,460	152				2,612
DEC.			2,460	152				2,612
JAN.			2,460	152				2,612
FEB.			2,460	152				2,612
MAR.			2,460	152				2,612
APR.			2,656	164				2,820
MAY			2,656	164				2,820
JUNE			2,656	164				2,820
JULY			2,656	164				2,820
AUG.			2,656	164				2,820
SEPT.			2,656	164				2,820
TOTAL			30,696	1,896				32,592

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Captain W. D. Kidder
Name and Title of Authorized Official
W. D. Kidder
Signature

Shanna Harris 9-24-80
Fiscal Officer Date
Leonard L. Thompson 9-24-80
CETA Director Date

YOLO COUNTY MANPOWER DIVISION
500 FIRST STREET
WOODLAND, CA 95695

INDIVIDUAL BUDGET

1. Name of Agency: Winters Fire Protection District

2. Title VI Project Name:

3. Position Title: Firefighter Trainee

4. Date Submitted: 9-17-80

5. Actual Costs

6. Federal Costs

7. Total Salary Per Month \$ 615.00

a. Base Salary \$ 615.00

b. Additional Holiday Pay \$ -

c. Additional Shift Differential Pay \$ -

8. Overtime Pay \$ -

9. Fringe Benefits \$ -

a. Social Security..... 6.13 % \$ 37.66

b. Medical Insurance \$ -

c. Dental Plan \$ -

d. Uniform Allowance \$ -

e. Workers' Compensation

Rate X Experience Rating X (Salary + 100)

_____ X _____ X _____ = \$ -

f. Mileage _____ miles @ _____ per mile..... \$ -

g. Other (specify) _____ \$ -

_____ \$ -

_____ \$ -

10. Total Fringe Benefits Cost \$ 37.66

11. Total Position Cost \$ 652.66

12. Anticipated Salary Increases

a. Cost of Living

_____ % Effective Date 4-1-80 \$ 49.20

_____ % Effective Date _____ \$ -

b. Step Increases

_____ % Effective Date _____ \$ -

_____ % Effective Date _____ \$ -

13. Estimated Annual Cost (12 Month Period From October 1, 1980 - September 30, 1981)

a. Wages \$ 30,696

b. Fringe Benefits \$ 1,896

c. Total \$ 32,592

14. Number of Positions Being Requested 4

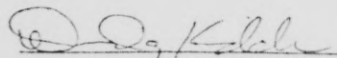
15. Prepared By: Christina Crist

PRIME SPONSOR SIGNIFICANT SEGMENT GOALS
FOR PUBLIC SERVICE EMPLOYMENT

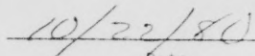
The Prime Sponsor is required to establish goals for the representation of groups identified by age, sex, ethnicity, and hardship which are reflective of those segments in the community and eligible for CETA services. The following goals have been established for Fiscal Year 1981 Public Service Employment activities:

Female	-	55%
Male	-	45%
14-19	-	5%
20-21	-	17%
22-44	-	67%
45-54	-	7%
55+	-	4%
American Indian/ Alaskan Native	-	2%
Asian/Pacific Islander	-	3%
Black	-	4%
Hispanic	-	30%
White	-	61%
Handicapped	-	5%

The Subgrantee agrees, insofar as possible through affirmative action, to assist the Prime Sponsor in attaining these goals through selection of Public Service Employment participants who reflect the age, sex, and ethnic diversity of the eligible population in Yolo County.



Authorized Signature



Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IV YETPAgreement/
Subgrant No. 80-344

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Yolo County Superintendent of Schools

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Yolo County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Yolo County Superintendent of Schools-Youth Employment and Training Program

MAILING ADDRESS : 175 Walnut Street

CITY & STATE : Woodland, CA 95695

PHONE : 666-8242

PROGRAM DIRECTOR : Tom Kearns

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980

The term of the SUBGRANT shall end on September 30, 1981

The total amount of the SUBGRANT is \$16,876

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature		By Signature <i>Arthur H. Edmonds</i>	
Name and Title	Date	Name and Title <i>FOR</i>	Date
		Twyla J. Thompson, Chairman Yolo County Board of Supervisors	<i>OCT 2 1980</i>

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Yolo County Superintendent of Schools
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Yolo County Superintendent of Schools is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 679 and 680
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) CFR Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h) Statement of work to be performed
- (i) Operating Budget
- (j) Enrollment and Termination Plan
- (k) Non-Financial Agreement
- (l)
- (m)
- (n)
- (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 01, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$16,876,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calender month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

- 1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

1 10. Hold Harmless Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
3 officers, employees and agents from and against all claims, losses,
4 liabilities, or damages including attorney fees, arising out of or result-
5 ing from the performance of this Agreement, caused in whole or in part by
6 any negligent act or omission of SUBGRANTEE or anyone directly or
7 indirectly employed by SUBGRANTEE, regardless of whether or not it is
8 caused in part by a party indemnified hereunder.

9 11. Legal Relationship

- 10 (a) It is herein understood and agreed that SUBGRANTEE is an independent
11 contractor and that no relationship of employer-employee exists
12 between the parties hereto. That SUBGRANTEE shall not be entitled
13 to any benefits available to employees of PRIME SPONSOR. That PRIME
14 SPONSOR is not required to make any deductions from the compensation
15 payable to SUBGRANTEE under the provision of this Agreement; that
16 as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR
17 harmless from any and all claims that may be made against PRIME
18 SPONSOR based upon any contention by any third party that an
19 employer-employee relationship exists by reason of this Agreement.
- 20 (b) It is further understood and agreed by the parties hereto that
21 SUBGRANTEE in the performance of its obligations hereunder is subject
22 to the control or direction of PRIME SPONSOR merely as to the result
23 to be accomplished by the services herein agreed to be rendered and
24 performed and not as to the means and methods for accomplishing the
25 result.
- 26 (c) If, in the performance of this Agreement, any third persons are
27 employed as employees of SUBGRANTEE, such person shall be employed
28 by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.

8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.

14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.

19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.

23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.
28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

the SUBGRANTEE is authorized to subcontract or assign, he will include all the terms of this agreement in any such subcontract or assignment.

23. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

24. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any other default, breach or condition, or any other right hereunder.

25. Successors

This SUBGRANTEE shall bind and inure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

26. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

27. Nepotism

Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity, staff position or public service employment position funded under CETA, if a member of his or her immediate family is employed in an administrative capacity for the PRIME SPONSOR, SUBGRANTEE or any employing contractor. However, where a state or local statute regarding nepotism exists which is more restrictive than the above policy, the eligible applicant should follow the State or local statute in lieu of the above policy.

(a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. _____.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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(Signature of Authorized Officer)

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

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(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 20-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE) _____ (Date) _____ 19 _____

(Signature of Authorized Officer) _____

(Title of Authorized Officer) _____

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND

Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR
_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

SIGNATURE OF THE PERSON RESPONSIBLE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IV - YETP

CONTRACT NO. _____

☒ ORIGINAL ☐ REVISION NO. _____

DATE September 15, 1980

Subgrantee Name and Address:

Contact Person: Tom Kearns

Yolo County Office of Education

Phone (916) 666-8242

175 Walnut Street

Period: From 10/1/80 To 5/29/81

Woodland, CA 95695

Program Name: YETP - Yolo County Office of Education

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.							1497		1497
NOV.							2697		2697
DEC.							1497		1497
JAN.							3277		3277
FEB.							1977		1977
MAR.							1977		1977
APR.							1977		1977
MAY							1977		1977
JUNE							1977		1977
JULY									
AUG.									
SEPT.									
TOTAL							16,876		16,876

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORK SITE SUPV.	
OCT.						1497		1497
NOV.					1200	1497		2697
DEC.						1497		1497
JAN.					1300	1977		3277
FEB.						1977		1977
MAR.						1977		1977
APR.						1977		1977
MAY						1977		1977
JUNE						1977		1977
JULY								
AUG.								
SEPT.								
TOTAL					2,500	14,376		16,876

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

TOM KEARNS, Director of Special Education
Name and Title of Authorized Official

Theresa Chaves 9-24-80
Fiscal Officer Date
Samuel L. [Signature] 9-24-80
CETA Director Date

Signature

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Office of Education

175 Walnut Street

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids	2500		1200		1300
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	14,376	1497	1497	1497	1977
Staff Salaries	8,192	1024	1024	1024	1024
Staff Fringe Benefits	3,064	383	383	383	383
Staff Travel	720	90	90	90	90
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation	2,400				480
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	16,876	1,497	2,697	1,497	3,277

SUBGRANTEE'S NAME AND ADDRESS

Yolo County Office of Education

175 Walnut Street

Woodland, CA 95695

CONTRACT NO. _____

[illegible]

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Trave Schedule

Period From 10/1/80 To 5/29/81

Contract No. _____

[illegible]

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

175 Walnut Street

CETA OPERATING BUDETING

Woodland, CA 95695

Positions and Salaries Schedule

Contract No.

Period From 10/1/80 To 5/29/81

Title/Subtitle

one 662-8242

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA- TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON- ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Vocational Aid	1024	100	8	8192	-	8192						8192	

All activities for this program fall under Career Employment Experiences.
The following chart outlines participant activities.

Participant Ages	October 1980- December 1980	January 1981 (1 week)	January 1981- May 1981
14 and 15 years old	Classroom Training 2 hours/day	Classroom Training 2 hours/day Vocational Explor- ation 2 hours/day	Classroom Training 2 hours/day
16-21 years old	Classroom Training 2 hours/day	Classroom Training 2 hours/day Vocational Explor- ation 2 hours/day	Classroom Training 2 hours/day Work Experience 2 hours/day

All of these activities will be paid at minimum wage.

Wages and allowances for CEEX were calculated on the following formula:

Participant Wage and Fringe Benefits

Total no. of hours for 20 participants X \$3.35 per hour +
12.05% Fringe Benefits (including FICA)

Participant Allowances and Fringe Benefits

Total no. of hours (Oct.-Dec.) for 20 participants X \$3.10
per hour + 5.4% Fringe Benefits

Total no. of hour (Jan.-May) for 20 participants X \$3.35
per hour + 5.4% Fringe Benefits.

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title IV YETP

Program: YETP - Yolo County Office of Education	☒ Original	☐ Revision # _____
Fiscal Year: 1980-81	Date 9/15/80	Annual Plan Mod. # _____

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Se
A. Total Cumulative Enrollments	19	19	19	21	21	21	21	21	21	21	21	2
B. Total Enrollments by Month.....	19	0	0	2	0	0	0	0	0	0	0	0
1. New Enrollment.....	19	0	0	2	0	0	0	0	0	0	0	0
2. Title and Subpart Transfers....	0	0	0	0	0	0	0	0	0	0	0	0
3. Carried Over Last Year.....	0											
4. Intratitle (Another Activity)..	0	0	0	0	0	0	0	0	0	0	0	0
C. Total Cumulative Terminations	0	0	0	0	0	1	1	1	3	3	3	3
D. Total Terminations by Month.....						1						
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....												
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....									2			
a. School.....									2			
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....						1						
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	19	19	19	21	21	20	20	20	18	18	18	1

Title IV - YETP

[illegible]

NON-FINANCIAL AGREEMENT

Title IV Youth Employment and Training Program (YETP)

The Yolo County Manpower Division agrees to make all direct payments to participants in the Yolo County Superintendent of Schools Youth Employment and Training Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for a YETP program. The maximum payable to participants under this Agreement is \$27,946. The financial portion of this Agreement which is that amount of funds subgranted to the Yolo County Superintendent of Schools is \$16,876. The total funds available to Yolo County Superintendent of Schools and its YETP participants is therefore \$44,822.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmonds

(Legal Name of Subgrantee)

(Signature of Authorized Officer)

FOR

Chairman, Yolo County
Board of Supervisors

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Title of Authorized Officer)

OCT 2 1980

(Date)

(Date)

COUNTY OF YOLO

Subgrant Signature Sheet

Title IV YEIPAgreement/
Subgrant No. 80-345Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Washington Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Washington Unified School District hereinafter referred to as SUBGRANTEE.

The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Washington Unified School District - Youth Employment
and Training Program

MAILING ADDRESS : 930 West Acres Road

CITY & STATE : West Sacramento, CA 95691 PHONE : 371-9300

PROGRAM DIRECTOR : Ed Crandall

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980

OCT 27 1980

The term of the SUBGRANT shall end on September 30, 1981

PETER MCCHANGE, CLERK

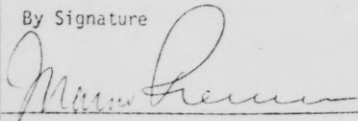
The total amount of the SUBGRANT is \$28,000

By Peter McChange
DEPUTY

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

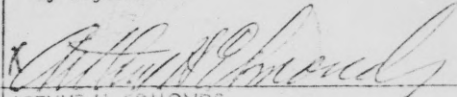
By Signature



Name and Title

Date

By Signature



ARTHUR W. EDMONDS

Name and Title FOR

Date

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

MARY ANN THOMPSON, ASST. SUPERVISOR

Oct 10-80

OCT 27 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Washington Unified School District
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The Washington Unified School District is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678
16 679 and 680
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) CFR Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Statement of work to be performed
22 (i) Operating Budget
23 (j) Enrollment and Termination Plan
24 (k) Non-Financial Agreement
25 (l)
26 (m)
27 (n)
28 (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$28,000, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

1 subgrant, including the Budget Schedules attached hereto.
2 (3) To the extent permitted by the federal government, the County
3 Administrative Officer or his designee may approve an advance
4 of working capital to SUBGRANTEE. Application for advance
5 system of payment shall be made in writing to PRIME SPONSOR
6 by SUBGRANTEE. The application shall set forth the basis
7 to be used to arrive at the amount of the advance. Repayment
8 shall be offset against amounts payable on monthly claims.
9 The terms of repayment may be modified by written order of
10 the County Administrative Officer or his designee. Upon
11 termination of this subgrant any unpaid advances shall be
12 offset against any remaining payments to SUBGRANTEE. Any
13 advances exceeding remaining payments shall be repaid to
14 PRIME SPONSOR immediately.

15 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
16 in accordance with the requirements of the United States Depart-
17 ment of Labor regulations and the United States General Services
18 Administration Federal Management Circular 74-4, United States
19 Office of Management and Budget Circular A-102, and any additional
20 requirements or procedures established by PRIME SPONSOR.

21 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that
22 PRIME SPONSOR has made applications to the United States Depart-
23 ment of Labor for a grant of funds under the Comprehensive
24 Employment and Training Act of 1973, as amended, for the purpose
25 of funding services under this contract and that PRIME SPONSOR is
26 not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not
27 obligated to provide services under the contract until such funds
28 are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-345.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edwards
(Signature of Authorized Officer)

FOR

Tivyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

WASHINGTON UNIFIED SCHOOL DISTRICT

930 West Acres Road

West Sacramento, California

(Legal Name of SUBGRANTEE)

Mark L. Linn
(Signature of Authorized Officer)

Oct 10 1980
(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 20-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

WASHINGTON UNIFIED SCHOOL DISTRICT

930 West Acres Road
West Sacramento, California

Name of Subgrantee



Authorized Signature

Date

Oct 10-1980

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained in the DISTRICT

930 West Acres Road
West Sacramento, California

(Legal Name of SUBGRANTEE)

(Date)

Oct 10 1980

(Signature of Authorized Officer)

MARINO FERRER, ASST. MGR. BUSINESS

(Title of Authorized Officer)

EXHIBIT A

ZETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluyen:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, Reynold A. Jones, AM RESPONSIBLE FOR
Washington Council AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Reynold A. Jones
SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

A. Purpose of the Youth Employment Training Program

Participation in the Youth Employment and Training Program (YETP) will provide an opportunity for young adults to gain work skills and experience necessary for entry level jobs. The enrollees will also benefit as a result of being provided an opportunity to work at a paid position which will supplement the low level income which is characteristic of all participants.

The program will serve economically disadvantaged youth, 16-21 years of age, who reside in Yolo County. These youth must be enrolled in the Washington Unified School District high schools, River City or Yolo, and meet the income criteria guidelines.

The opportunity to work in a gainful occupation will be very beneficial for the self concept of the young workers. The majority of the enrollees would not have an opportunity to work if this program were not made available through the Comprehensive Employment and Training Act of 1978. Not only must the opportunities for employment be provided but also support activities in the form of career guidance, job-related instruction, shared supervision with the employer, and the careful job station selection must be utilized to ensure success of the program. These will help to make the activity more than just a temporary part-time job for disadvantaged young adults.

B. Recruitment, Intake Assessment

The Prime Sponsor will perform outreach, intake and eligibility determinations on youth interested in participating in the program. The Prime Sponsor will also administer an indepth assessment of each youth found eligible for program participation. The Prime Sponsor will ensure these services will be accessible to all interested students.

Washington Unified School District will encourage the total high school staffs (administrators, counselors, teachers and classified personnel) to assist interested students obtain information, application forms, and interviews with YETP staff. The Board of Education will encourage the inservicing of the total high school staffs in order for the District Youth Employment and Training Program to be readily accessible to qualified in-school youth.

C. Basic Program Operation

After students' eligibility are determined, each student will have a basic educational work plan developed for the first six weeks. This plan will identify the required educational components, work site assignment, the students' present career/vocational aspirations and other related data.

The students' progress during the first six weeks will be reviewed for possible changes of work sites, need for particular vocational skills training, progress in classroom and work site, particular counseling needs, and students' desire to explore any particular careers.

After the first six weeks, the program will focus on acquisition of needed vocational skills, more challenging experiences and more opportunity to explore careers outside the classroom environment. As time passes, the students will be expected to assume more of a role in preparing themselves for the private sector employment and/or advanced vocational training and gaining competencies to make this possible.

Work sites are to provide actual laboratory experience into the world of work as a learning experience and not just a place to earn money.

The curriculum design is to provide flexibility to meet student needs and prepare them to enter the private employment sector or advanced vocational training with confidence and their own self developed career goals. Consequently, the learning experiences are not planned as a traditional classroom approach to education. A variety of transition services will be provided as part of the education program for which high school credit will be awarded.

The core of the classroom activities relate to preparing youth for adult employment preparedness and with flexibility to meet particular individual student needs. The YETP staff will attempt to match students to work sites based on students' interests. If it is determined that the work site and student do not match, a change can be made if it is determined that it is in the best interest of both parties. Some change is always allowable, but not to be abused. Each request will carefully evaluated.

Often job sites may not provide enough opportunity to gain entry level skill and job knowledge alone. When it is determined that more experiences are needed than a work station can provide, an intensive vocational training class will be developed to provide training and knowledge related to the career area in which the students are working. An example would be where office workers need improved skills and knowledge more than their work sites provide, then a special clerical skills class can be developed for a period of two to six weeks. In developing these special vocational training sessions, the work site supervisors will be encouraged to identify the particular training needed by the YETP workers.

The educational component has also built in flexibility to provide many varied methods of assisting students to develop, strengthen and expand their educational and career goals.

Important documentation to ensure that students will have relevant work experience placement will include the following:

1. Entry assessment which will include students' entry career and educational goals.
2. Work experience agreement between work site sponsor, the student and his/her parent, indicating what students would be expected to learn at the work site.

3. Monitoring of students' educational activities with emphasis on students' career and educational goals.
4. The opportunity for students to explore careers unavailable through public or private work sites (when allowable) through an educational contractual arrangement.
5. Most importantly, the evaluation process at the end of the program will among many concerns, seek to determine how much influence this program has helped to strengthen the youth's career and educational goals.

The following educational methods may be used in the YETP program:

1. Specialized vocational training. A special class established to teach particular skills and knowledge that the work sites do not provide or to overcome weakness in vocational skills needed to perform successfully at the work sites that improve entry level skill performance - usually a short intensive training period (2 weeks to a month in duration).
2. Individualized career exploration contract. Whenever a student desires to explore a career indepth over a considerable time, an educational contract will be developed between the student, the career sponsor, and the YETP staff. This contract will identify the length of time involved, what the student will be expected to learn (quantity) and how the students' learning will be evaluated (quality). The contract and evaluation will document the students' learning process.
3. Educational alternative. If it is determined that the course work and/or work experience are not suitable for the YETP participants' educational and career goals and the participant has demonstrated sufficient maturity to learn independently, educational alternatives are available. Enrollment in an ROP course or college vocational training courses may be substituted for the YETP classroom activities.
4. EUREKA. This refers to activities revolving around a computerized career counseling data system. It provides assessment of interests related to occupations, career research, advanced training opportunities from ROP through four years universities. The responses are personalized to the students' request through a computer print-out immediately accessible to the YETP participants.

D. Academic Credit

YETP students will be enrolled as work experience education students and may receive credit up to a maximum of 10 units of credit per semester and graded according to the growth and effort in the related instruction class work and actual work experience. As defined by the California Department of Education, work experience education is a comprehensive term that covers a group of programs enlisting the cooperation of school and community in helping students to (1) develop and improve their occupational skills, and (2) learn about career requirements from direct participation in a work environment.

E. Planned Parental and/or Family Participation

It will be the goal of the YETP to reach over 90% of the parents or families of the participants. All families or parents with whom the participants are residing will be contacted about the program. Meetings, large or small, at school, in the community or homes will be conducted during the first month of the program. We firmly believe that parental and family support for the YETP is very important.

F. Knowledge Development

1. Academic progress

As the YETP participants are in-school students, any general weakness in basic educational skills which hamper the participants success in the classroom activities or at the work site will be identified. The YETP will work closely with the school staff to refer to any particular basic skills weakness so that their teachers can work with them. Basic educational skills are the school staff's primary concerns. The YETP staff will offer assistance, if requested.

It is essential to develop good coordination and communication between the high school staffs and the YETP staffs to help the students' academic growth in order to enable each student to strengthen his/her career and educational potential.

2. Attendance improvement

Attendance of the participants will be closely monitored for school attendance and YETP attendance. A built-in rule will be the YETP participants must attend school on a regular basis in order to remain in the YETP. Poor school attendance weakens the educational success of a youth. Allowing a student to maintain a poor attendance record in school and continue to remain in the YETP would reinforce a poor work habit and may encourage other students to develop poor work habits.

Procedures would be to make all new participants understand that poor school and/or YETP attendance will be grounds for being dropped from YETP. First infractions will require an automatic counseling and formal warning. If the program persists, the student will be dropped from YETP.

CONTRACT NO.

West Sacramento, CA 95691

[illegible]

SUBGRANTEE'S NAME AND ADDRESS

Washington Unified School District

930 West Acres Road

West Sacramento, CA 95691

OPERATING BUDGET

CONTRACT NO. _____

YETP

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING	18,000	3,447	1,842	1,642	2,042
Staff Salaries	10,282	1,142	1,142	1,142	1,142
Staff Fringe Benefits	2,121	235	235	235	235
Staff Travel	600	70	65	65	65
Special Program Technical Assistance					
Subcontractor Training Cost	3,197	400	400	200	400
Classroom Space Cost					
Supplies	500	400			100
Telephone					
Books & Educational Aids	800	700			100
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment	500	500			
Unclassified Training Cost					
SERVICES					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation	2,000	250	250	250	250
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	20,000	3,697	2,092	1,892	2,292

YC 104g (revised 10/79)

ACTIVITIES AND TIME LINES

[illegible]

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 F Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: YETP

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE September 9, 1980

Subgrantee Name and Address:

Contact Person: Ed Crandall

Washington Unified School District

Phone (916) 371-9300

930 West Acres Road

Period: From Oct. 1, 1980 To Sept. 30, 1981

West Sacramento, CA 95691

Program Name: Inschool Youth Employment

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.	2,225						3,697		5,922
NOV.	625						2,092		2,717
DEC.	595						1,892		2,487
JAN.	645						2,292		2,937
FEB.	1,394						2,092		3,486
MAR.	625						2,092		2,717
APR.	625						2,192		2,817
MAY	625						1,992		2,617
JUNE									
JULY									
AUG.									
SEPT.	641						1,659		2,300
TOTAL	8,000						20,000		28,000

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.	2,225				3,447	250		5,922
NOV.	625				1,842	250		2,717
DEC.	595				1,642	250		2,487
JAN.	645				2,042	250		2,937
FEB.	1,394				1,842	250		3,486
MAR.	625				1,842	250		2,717
APR.	625				1,942	250		2,817
MAY	625				1,742	250		2,617
JUNE								
JULY								
AUG.								
SEPT.	641				1,659			2,300
TOTAL	8,000				18,000	2,000		28,000

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Ed Crandall, Vocational Education Specialist

Name and Title of Authorized Official

Signature

Shanna Uruse
Fiscal Officer

Lawrence L. Carter Jr.
CETA Director

9-24-80
Date

9-24-80
Date

OPERATING BUDGET

CONTRACT NO. _____

Washington Unified School District

930 West Adams Road

West Sacramento, California 95691

YETP

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	1,569	800			
SALARIES & WAGES	4,500	500	500	500	500
FRINGE BENEFITS	500	55	55	55	55
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING					
Mileage Reimbursement	631	90	70	40	70
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies	100	80			20
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment	300	300			
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment	400	400			
Office Furniture & Fixtures					
TOTAL	8,000	2,225	625	595	645

CONTRACT NO.

930 West Acres Road

West Sacramento, California 95691

[illegible]

DATE: 10-1-80

Washington Unified School District

30 West Acres Road

West Sacramento, California 95691

Ed Crnadall

Phone (916) 371-9300

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Positions and Salaries Schedule

Period From 10-1-80 To 9-30-81

Contract No. _____

Title/Subtitle YETP _____

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA- TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON- ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Project Director	334	1/5	9	3,000		3,000	2,500	500					500
Teacher (part-time)	334	1/5	9	3,000					3,000				
Youth Employment Spec.	977	2/3	9	8,782		8,782		8,782			8,782		
TOTAL				14,782		11,782	2,500	9,282	3,000		8,782		500

Washington Unified School District

230 West Acres Road

Sacramento, California 95691

PHONE (916) 371-9300
YETP

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Equipment Schedule

Period From 10-1-80 To 9-30-81

Contract No. _____

OFFICE FURNITURE AND FIXTURES

QUAN.	DESCRIPTION	USAGE	UNIT COST	TOTAL
1	Rental Typewriter	Office reports	300	300
1	4 Drawer File Cabinet w/Lock	Records	150	150
1	Telephone	Office	100	100
1	Telephone Answering Device	Office	150	150
TOTAL				700

Washington Unified School District

930 West Acres Road

West Sacramento, California 95691

HONE (916) 731-9300

YETP

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Equipment Schedule

Period From 10-1-80 To 9-30-81

Contract No.

TRAINING EQUIPMENT

[illegible]

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Travel Schedule

Period From 10-1-80 To 9-1-81

Contract No.

	MILEAGE	REIMBURSEMENT				OUT OF TOWN (ADMIN.)			TOTAL	
POSITION OF TRAVELING STAFF	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL		PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
				ADMIN.	NON-ADMIN.					
Project Director	61+	35	.20	631					631	
Teacher	28+	35	.20		200					200
Youth Employment Specialist	80+	35	.20		400					400
TOTALS	X	X	X	631	600	X	X		631	600

Title YETP

[illegible]

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title YEIP

Program: Washington Unified School District	☒ Original	☐ Revision # _____
Fiscal Year: 1981	Date 9-8-80	Annual Plan Mod. # _____

Activities = CEEX

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep
A. Total Cumulative Enrollments	20	22	22	22	26	28	28	28	28	28	28	28
B. Total Enrollments by Month.....	20	20	20	20	20	20	20	20	20	20	20	20
1. New Enrollment.....	20	2			4	2						
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)...												
C. Total Cumulative Terminations	0	2	2	2	6	8	8	8	8	8	8	20
D. Total Terminations by Month.....		2			4	2						12
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....					1							2
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....												
a. School.....		2			3	1						6
b. Other Manpower.....						1						
c. Non-placement Objective Completed.....												
4. Other.....												
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	20											8

CEEX

SYEP
Concurrent

CEEY

NON-FINANCIAL AGREEMENT

Title IV Youth Employment and Training Program (YETP)

The Yolo County Manpower Division agrees to make all direct payments to participants in the Washington Unified School Districts Youth Employment and Training Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for a YETP program. The maximum payable to participants under this Agreement is \$ 52,000. The financial portion of this Agreement which is that amount of funds subgranted to the Washington Unified School District is \$ 20,000. The total funds available to Washington Unified School District and its YETP participants is therefore \$80,000 .

COUNTY OF YOLO, PRIME SPONSOR

WASHINGTON UNIFIED SCHOOL DISTRICT

(Legal Name of Subgrantee)

Arthur S. G. ...
(Signature of Authorized Officer)

FOR

Mario Pierucci

(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors

(Title of Authorized Officer)

MARINO PIERUCCI, ASST. Supt.-BUSINESS

(Title of Authorized Officer)

OCT 10 - 1980
(Date)

OCT 2 1980
(Date)

COUNTY OF YOLO

Subgrant Signature Sheet

Title IV YETPAgreement/
Subgrant No. 80-346

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Winters Joint Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Winters Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive, Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Winters Joint Unified School District -
Youth Employment and Training Program

NOV 13 1980

MAILING ADDRESS : 47 Main Street

PETER MCNAMEE, Clerk
By Gabe Magallana
Secretary

CITY & STATE : Winters, CA 95694

PHONE : 795-4588

PROGRAM DIRECTOR : Frank Pignataro

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980

The term of the SUBGRANT shall end on September 30, 1981

The total amount of the SUBGRANT is \$8233

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Frank V. Pignataro

By Signature

Arthur D. Edmonds
ARTHUR D. EDMONDS

Name and Title

Date

October 24, 1980

Frank V. Pignataro, Principal
Winters High School

Name and Title

FOR

Date

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

OCT 28 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Winters Joint Unified School District
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:

- (a) Compliance with plans and assurances.
- (b) Compliance with Part 676 of the Regulations.
- (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
- (d) Providing job training and employment opportunities for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
- (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The Winters Joint Unified School District is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678
16 679 and 680
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) CFR Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Statement of work to be performed
22 (i) Operating Budget
23 (j) Enrollment and Termination Plan
24 (k) Non-Financial Agreement
25 (l)
26 (m)
27 (n)
28 (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$8,233, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.
(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

- 1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
24 (c) If SUBGRANTEE maintains a pattern of discrimination.
25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.
28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clean Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-346.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Arthur J. Thompson
ARTHUR J. THOMPSON
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

Frank V. Signataro
(Legal Name of SUBGRANTEE)

Frank V. Signataro
(Signature of Authorized Officer)

Oct. 24 19 *80*
(Date)

Principal
(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 20-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Frank V. Pignatone
Name of Subgrantee

Frank V. Pignatone
Authorized Signature

Oct. 24, 1980
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular, 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
- a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Frank V. Rignaturo
(Legal Name of SUBGRANTEE)

Oct. 29 19 80
(Date)

Frank V. Rignaturo
(Signature of Authorized Officer)

Principal
(Title of Authorized Officer)

EXHIBIT A

ETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND

Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

1. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR

NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Frank V. Regnataro
SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

Program Goals

The goals of the program are:

1. To provide alternative instructional programs for those students who are encountering school problems and are potential drop-outs. The long range goal is high school graduation for each participating student.
2. To provide specific and supplementary training in career education, job acquisition and job retention via student career exploration in the classroom and direct on-the-job experience in both the public and private sector.

Program Approach

Career Employment Experience

Activities to be conducted under the 80-81 Youth Employment and Training program are categorized as Career/Employment Experience involving the following format of activities.

Transition Services

1. Enrollment into regular classes with vocational specify to the students assessed career objectives with graduation as the ultimate goal.
2. Enrollment into a special class designed specifically for YETP students which will involve acquisition of job seeking and job retention skills, job application completion, career exploration and vocational education. This class will be of approximately two week duration and will be attended by all YETP participants at an appropriate time (summer).
3. Individual and group counseling will be conducted as needed by the high school counselor so as to determine participant goals, vocational interests and skills.

Work Experience

1. All YETP students will participate in work experience activities coupled with classroom training (as described above). Students will be placed in public sector employment positions to give them appropriate work experiences consistent with their career objectives. This portion of the YETP will continue throughout the school year and will run concurrently with and complimentary to the classroom portion of the program.

2. At schools end all YETP participants will be placed in 6 hour work-experience placements complimented with 2 hours of classroom training for two weeks.
3. All YETP students will be placed in 8 hour, group work experience activities from June 15 through August 21, 1981. The Summer Work-Experience component will involve a rotating schedule of work projects designed for acquisition of vocational skills in painting, gardener/groundskeeper and building maintenance.

The Summer Work-Experience component will be complimented by the provision of vocational and career information by the supervising aide on an as needed basis as well as one-to-one vocational counseling.

Graduating seniors will attend job search workshops during the last portion of the summer program to aide in job placement. The Job Search workshops will be provided by the Prime Sponsor if participants are determined eligible.

Staffing

During the school year the program will maintain one P/T supervising teacher well versed in counseling techniques and the work-experience program who will perform continual follow-up with each student on an individual basis. The supervising teacher will serve as the formal liaison between the school district, the students and the community.

During the summer portion of the YETP, the supervising aide will be employed on a full-time basis to coordinate the work-experience activities and provision of the job seach skills portion of the summer program.

Academic Credit

All YETP students will receive standard academic credit for all classroom training and work-experience activities in which they are enrolled during both the regular school school year and the summer portion. Therefore, all YETP students have an opportunity to earn units toward graduation at an accelerated rate.

IV. KNOWLEDGE DEVELOPMENT

Academic Progress

Evaluation of pupil progress in math, reading and writing skill has been greatly enhanced through the establishment

of proficiency standards and the development of tests to determine levels of academic proficiency. These tests are administered throughout all grade levels, followed by the development of individual pupil plans and the establishment of remediation classes. All YETP students will be exposed and assessed in relation to levels of academic proficiency. It is anticipated that follow-up tests will be administered to all students so as to determine pupil progress and the need for further remediation.

Involvement Improvement

The high school Attendance Clerk will continuously (i.e. daily) monitor the absence of all YETP students and will make home contacts, whenever possible, to determine the reasons for inordinate absence. All unexcused absences will be referred to the YETP supervising teacher who will perform further follow-up. YETP participants will be informed that regular attendance is a condition for YETP participation. Youth will only be paid for actual hours of participation in the classroom training and work experience portions of the YETP program, except for approved holidays for which they will be paid.

[illegible]

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: TV VETP

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE September 19, 1980

Subgrantee Name and Address:

Winters Joint Unified School District

47 Main Street

Winters, CA 95694

Contact Person: Frank Pignataro

Phone 795-4588

Period: From 10-1-80 To 9-30-81

Program Name: CETA IV-VETP

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.	\$186.68						240.26		426.94
NOV.	186.68						238.76		425.44
DEC.	186.68						238.76		425.44
JAN.	186.69						238.75		425.44
FEB.	186.69						238.75		425.44
MAR.	186.69						238.75		425.44
APR.	186.69						247.75		434.44
MAY	186.69						248.74		435.43
JUNE	186.69						1,127.03		1,313.72
JULY	186.69						1,668.67		1,855.36
AUG.	186.69						876.27		1,062.96
SEPT.	186.69						389.50		576.19
TOTAL	2,240.25						5,991.99		8,232.24

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.	186.68				240.26			426.94
NOV.	186.68				238.76			425.44
DEC.	186.68				238.76			425.44
JAN.	186.69				238.75			425.44
FEB.	186.69				238.75			425.44
MAR.	186.69				238.75			425.44
APR.	186.69				247.75			434.44
MAY	186.69				248.74			435.43
JUNE	186.69				1,127.03			1,313.72
JULY	186.69				1,668.67			1,855.36
AUG.	186.69				876.27			1,062.96
SEPT.	186.69				389.50			576.19
TOTAL	2,240.25				5,991.99			8,232.24

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

JOHN R. GRAF, DISTRICT SUPERINTENDENT

Name and Title of Authorized Official

Signature

Shanna Thorne
Fiscal Officer

Barbara A. [Signature]
CETA Director

9-21-80
Date

9-24-80
Date

OPERATING BUDGET

CONTRACT NO. _____

SUGARWATER'S NAME AND ADDRESS

WINTERS JOINT UNIFIED SCHOOL DISTRICT

47 MAIN STREET

WINTERS, CA 95694

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST					
SALARIES & WAGES	1,904.85	158.73	158.73	158.73	158.73
FRINGE BENEFITS	335.40	27.95	27.95	27.95	27.95
FICA	34.24	2.85	2.87	2.87	2.87
Workers' Compensation	32.57	2.71	2.71	2.71	2.71
Retirement					
Health & Life Insurance	260.32	21.69	21.69	21.69	21.69
Unemployment Compensation Insurance	8.27	.70	.68	.68	.68
TRAVEL/TRAINING					
Mileage Reimbursement					
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment					
Office Furniture & Fixtures					
TOTAL	2,240.25	186.68	186.68	186.68	186.68

CONTRACT NO.

WINTERS, CALIFORNIA 95694

[illegible]

SUBGRANTEE'S NAME AND ADDRESS

WINTERS JOINT UNIFIED SCHOOL DISTRICT

47 MAIN STREET

WINTERS, CALIFORNIA 95694

OPERATING BUDGET

CONTRACT NO. _____

CAREER EMPLOYMENT EXPERIENCE (YES/NO)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING	5,991.99	240.26	238.76	238.76	238.75
Staff Salaries	3,447.36	156.94	156.94	156.94	156.94
Staff Fringe Benefits	81.64	2.82	2.82	2.82	2.81
Staff Travel	212.50	11.50	10.00	10.00	10.00
Special Program Technical Assistance	600.00	19.00	19.00	19.00	19.00
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	1,650.49	50.00	50.00	50.00	50.00
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	5,991.99	240.26	238.76	238.76	238.75

YC 104g (revised 10/79)

SUBGRANTEE'S NAME AND ADDRESS

WINTERS JOINT UNIFIED SCHOOL DISTRICT

OPERATING BUDGET

47 MAIN STREET

CONTRACT NO.

WINTERS, CALIFORNIA 95695

[illegible]

Phone _____

[illegible]

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Trave Schedule

Period From 10-1-80 To 9-30-81

Contract No.

	MILEAGE			REIMBURSEMENT		OUT OF TOWN (ADMIN.)			TOTAL	
POSITION OF TRAVELING STAFF	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL		PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
				ADMIN.	NON-ADMIN.					
Supervising Teacher	25	50	.17		212.50					212.50

Title IV YETP

[illegible]

Title IV YETP

[illegible]

NON-FINANCIAL AGREEMENT

Title IV Youth Employment and Training Program (YETP)

The Yolo County Manpower Division agrees to make all direct payments to participants in the Winters Joint Unified School Districts Youth Employment and Training Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for a YETP program. The maximum payable to participants under this Agreement is \$ 63,284. The financial portion of this Agreement which is that amount of funds subgranted to the Winters Joint Unified School District is \$ 8,233. The total funds available to Winters Joint Unified School District and its YETP participants is therefore \$ 71,517.

COUNTY OF YOLO, PRIME SPONSOR

Frank V. Pignataro
(Legal Name of Subgrantee)

Arthur W. Shanks
(Signature of Authorized Officer)

FOR

Frank V. Pignataro
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

Principal
(Title of Authorized Officer)

Oct. 24 1980
(Date)

OCT 2 1980
(Date)

COUNTY OF YOLO

Subgrant Signature Sheet

Title IV YETP

Agreement/
Subgrant No. 80-347

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Woodland Joint Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Woodland Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

PROGRAM : Woodland Joint Unified School District -
Youth Employment and Training Program

NOV 8 1980

MAILING ADDRESS : 21 N. West Street

PETER McNAMEE, Clerk
By *Peter McNamee*
Deputy

CITY & STATE : Woodland, CA 95695

PHONE : 662-4678

PROGRAM DIRECTOR : Clarence Duppong

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980

The term of the SUBGRANT shall end on September 30, 1981

The total amount of the SUBGRANT is \$33,172

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

William H. Duppong

Name and Title WILLIAM H. DUPPONG
SUPERINTENDENT

Date
11-4-80

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

By Signature

Twyla J. Thompson

Name and Title Twyla J. Thompson
Chairman

Yolo County Board of Supervisors

Date
0672 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Woodland Joint Unified School
District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
 - (d) Providing job training and employment opportunities for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Woodland Joint Unified School District is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678, 679 and 680
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) CFR Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h) Statement of work to be performed
- (i) Operation Budget
- (j) Enrollment and Termination Plan
- (k) Non-Financial Agreement
- (l)
- (m)
- (n)
- (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 01, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

16 (a) Total Reimbursement shall not exceed the amount of \$33,172,
17 as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:

20 (1) Within ten (10) days following the completion of each
21 calender month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.

24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.
(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

1 10. Hold Harmless Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
3 officers, employees and agents from and against all claims, losses,
4 liabilities, or damages including attorney fees, arising out of or result-
5 ing from the performance of this Agreement, caused in whole or in part by
6 any negligent act or omission of SUBGRANTEE or anyone directly or
7 indirectly employed by SUBGRANTEE, regardless of whether or not it is
8 caused in part by a party indemnified hereunder.

9 11. Legal Relationship

- 10 (a) It is herein understood and agreed that SUBGRANTEE is an independent
11 contractor and that no relationship of employer-employee exists
12 between the parties hereto. That SUBGRANTEE shall not be entitled
13 to any benefits available to employees of PRIME SPONSOR. That PRIME
14 SPONSOR is not required to make any deductions from the compensation
15 payable to SUBGRANTEE under the provision of this Agreement; that
16 as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR
17 harmless from any and all claims that may be made against PRIME
18 SPONSOR based upon any contention by any third party that an
19 employer-employee relationship exists by reason of this Agreement.
- 20 (b) It is further understood and agreed by the parties hereto that
21 SUBGRANTEE in the performance of its obligations hereunder is subject
22 to the control or direction of PRIME SPONSOR merely as to the result
23 to be accomplished by the services herein agreed to be rendered and
24 performed and not as to the means and methods for accomplishing the
25 result.
- 26 (c) If, in the performance of this Agreement, any third persons are
27 employed as employees of SUBGRANTEE, such person shall be employed
28 by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.

8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.

14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.

19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.

23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.
If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clean Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

1 any Agreement pursuant hereto shall obligate the Federal Government to
2 enter into any Agreement with SUBGRANTEE or any other entity for Federal
3 financial assistance in connection with this Agreement; or for the
4 planning or undertaking of any work element not included in this
5 Agreement. Any such agreement will be entered into at the sole discre-
6 tion of the Federal Government.

7 31. Fidelity Bond

8 Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME
9 SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying
10 to PRIME SPONSOR that all personnel of SUBGRNATEE handling funds
11 received from PRIME SPONSOR for disbursement under this Agreement are
12 covered by a fidelity bond in an amount and manner consistent with the
13 coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled
14 or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR.
15 In that event the PRIME SPONSOR shall not make any further disbursements
16 to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has
17 been reinstated, or equivalent coverage has been obtained.

18 32. Insurance

19 (a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE
20 shall maintain in full force and effect a policy of public liability
21 insurance with minimum coverage in an amount satisfactory to PRIME
22 SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME
23 SPONSOR to be named as an additional insured on said policy and shall
24 obtain a waiver of the insurer's right to subrogation against PRIME
25 SPONSOR.

26 (b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE
27 shall comply fully with the terms of the law of California concerning
28 Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. SD-347.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edwards

ARTHUR H. EDWARDS
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

William R. Dwyer

(Signature of Authorized Officer)

Superintendent

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

11-4

1980

(Date)

(Title of Authorized Officer)

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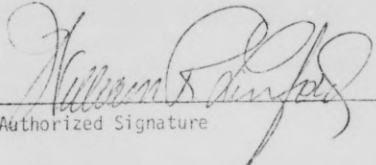
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 20-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

Name of Subgrantee


Authorized Signature

11-4-80
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- 1. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
- 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
 - 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

(Legal Name of SUBGRANTEE)

(Date)

11-4 19 80

(Signature of Authorized Officer)

Superintendent
(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV 574-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por este plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, William Linford, AM RESPONSIBLE FOR
WOODLAND JOINT UNIFIED SCHOOL DISTRICT AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.


SIGNATURE OF THE PERSON RESPONSIBLE

CONTRACT NARRATIVE

WOODLAND JOINT UNIFIED SCHOOL DISTRICT YOUTH EMPLOYMENT AND TRAINING PROGRAM

The program is designed to effect an impact on the employability of those students from economically disadvantaged backgrounds who become participants. By participating in a program developed with a systems approach to helping them find their area of interest and developing some entry-level skills in an occupation that has a possibility of upward mobility, the students will be provided with a continuing ability to find and retain a job.

The project is designed to serve economically disadvantaged youth, ages 16-18, who are high school dropouts, drop-out potentials, or not benefiting from the traditional school environment. The district has a considerable number of students from economically disadvantaged homes, many of whom are required to limit their educational activities to assist in providing income for their families. Many of these students are forced out of high school before completion. Some continue in the Continuation High School, some attempt to complete requirements through Adult Education, some leave the educational system completely, and some, although they complete high school, are deprived of an opportunity to develop their potential beyond high school. These students tend to remain among the habitually unemployed because they lack personal skills, vocational skills, academic skills, and positive attitudes toward work.

The program is designed to provide some form of allowance and/or wage to the participant to encourage them to participate and become more involved in the educational programs available to them. The allowance and wage are affected by and related to the participants daily classroom attendance. The program has

some options available in respect to the degree of student participation and compensation. Whenever possible students will be enrolled in Woodland High School or YROP vocational training programs. While enrolled in a YROP program students will receive an allowance equal to the traditional allowance and wage--four hours--if the hours of the program prohibit the students from participating in work experience after school. This allowance will be for attending their regular classes and the vocational training program attendance. If the vocational program is a cooperative, then when the participant is to be placed in a training site, a position for that student will be developed in the public sector to accept the trainee. Students who are enrolled in regular WHS vocational classes and not a YROP program will receive the traditional 2 hour wage and 2 hour allowance arrangement. During the program's startup phase in September participants will receive a 2 hour allowance only. At various times and with various student participants three levels of participation will be available: (1) two hour allowance only; (2) four hour allowance that will eventually become one hour allowance and three hours wages for the participant; and (3) two hour allowance and two hour wages.

RECRUITMENT, CERTIFICATION, & SELECTION

The responsibility for certification of participants lies with the Prime Sponsor. Recruitment is a shared responsibility with the Prime and the LEA. The initial recruitment will be through the Summer Youth program operated by the Prime. As the program continues, the LEA will actively recruit students through announcements in the daily bulletin, school paper, etc. The actual selection of certified applicants will be the responsibility of the program director with advice and consultation from agencies associated with youth and the Prime Sponsor.

ACADEMIC PROGRESS

Participants who have not been tested for reading comprehension, vocabulary, math, and writing within the last semester of school will be pre-tested at the beginning of the program and all participants who have been involved with the program from the beginning of the school year will be post-tested at its completion to measure improvement while enrolled. Reading, vocabulary, and writing will be tested by the Reading Skills program at WHS and math by the Mathematics Department or program director. Writing and math tests will be district proficiency tests. The reading and vocabulary tests will be standard pre- and post-tests used by the HILS Reading Program.

Involvement Improvement. Daily attendance is monitored for each participant. At the end of the year comparisons will be made with the student's previous year's attendance records. These comparisons will be for excused and unexcused absences--noting exceptions for long term illnesses and other unusual non-attendance situations.

Academic Credit is to be approached from several views.

1. Overall academic credit will increase for the participants because of increased participation and involvement in the youth program.
2. Full academic credit will be granted for successful completion of all vocational training programs at the rate of five (5) units of credit for each period of class enrolled.
3. Work experience credit will be granted to those who are enrolled in the work experience portion of the program as distinguished from the cooperative vocational programs. The credit will be granted at the rate of five (5) units credit for two hours of Work Experience per day per semester.
4. One unit of additional credit will be granted for each 18 hours of participation in the workshops and Vocational Exploration activities the student participates in and successfully completes.

LINKAGES & COORDINATION

The primary linkage is with the program and established training programs and agencies that exist in the form of the Yolo Regional Occupational Program and Woodland High School. The program seeks to take advantage of existing programs, services, and staff. The program also establishes linkage with Yolo County Manpower and the Employment Development Department. The operational view and purposes are described in the Program Approach discussion of the various phases.

FAMILY INVOLVEMENT

One of the high priority activities of this program is the effort to involve the parents and family of the participants in the program. The primary objective of this is to create a better understanding between the school and the home and to develop greater encouragement for the participants to continue their education and training. This effort will take two forms. The first will be a communication to the parent at the time the student is selected to participate in the program. This communication will include a brief description of the program and its purpose and an agreement to be signed by the parent, student, and program director explaining the responsibilities of each and the program rules and regulations. When the student is placed in a work experience position the work supervisor will also sign the document indicating their understanding of their responsibilities.

A second effort to generate greater home support for the program will be a home visit by the Youth Supervisor. This home visit will be at a time when members of the family will be available to discuss the school, its programs, the student's objectives, and the parents objectives. These visits will be documented and kept on file as part of the participants records. The home

visit is to take place during the first six weeks the student participates in the program--earlier if possible. It is anticipated that this will be difficult to accomplish at the beginning of the program; however, as new students are added to the program during the year there should be no problem in achieving an earlier visit.

PROGRAM APPROACH AND ACTIVITIES

The proposed program provides a variety of activities for its participants and has greater flexibility than previous programs. The activities will be developed in phases, some of which will run concurrently. In all there are five phases involving services, activities, and experiences that will be provided by a range of services areas and agencies.

Phase I: Career Education and VEP. This phase will be divided into two parts. In part A of this phase a series of seminars will be provided for the participants involving Career Exploration and information. During this phase the participants will also be introduced to the "Eureka" system, a computer based occupational information system. Activities during this part of the phase will require extensive use of the Career Center at Woodland High. The seminars will be scheduled to replace the participants' work experience once a week for a period of six weeks. Phase I-A will be conducted by the Career Education personnel and the Project Coordinator.

In part B of this phase, the participants will have an opportunity to observe 2-3 occupations from a career cluster of their choice within the private sector of Woodland. Each observation will have a duration of 4-6 hours. During this time the students will receive an explanation of the business and the jobs available and will "shadow" one or more employees to observe the kind of work performed. Participants will write an evaluation of each observation.

Phase II: Career Employment Experience. This phase will commence by mid-October. In this phase students will be placed in positions in the public sector and private non-profit organizations to obtain on-the-job experiences in occupations related to those they indicated an interest in during Phase I and/or in which they are enrolled in school.

The responsibility for job development and placement is with the YETP Youth Supervisor. This activity will be monitored and coordinated by the Project Director.

The participant's occupational goal will provide the identification of skills in which the student will need to meet "entry level" competence. The student's skills will be identified and inventoried. The skills not possessed will constitute the tasks and skills to be learned on the job and in the training programs. A rating sheet identifying these skills will be prepared to determine progress toward success.

The Career Employment Experience will conclude with the end of the school year. Based upon the rating sheet and the student's prior skills, a certificate of completion will be prepared for each student successfully completing the YETP program.

Phase III: Job Placement. During the month of August a job placement component will be conducted by the Work Experience personnel. This program will be designed to place participants who are "job ready" into unsubsidized part-time or full-time work--depending upon whether they are continuing in school or not. Primarily, this will be for the benefit of returning students. These returning students will, upon placement, be enrolled in the Work Experience program at Woodland High School. This activity will be coordinated with EDD, Move, and any other agency responsible for employment services, particularly where full-time employment is being secured.

Phase IV: Job Search Workshops. During the months of April and May a series of workshops will be conducted for all participants for the purpose of providing and developing job search techniques. The topics will include how to find a job, fill out application blanks, prepare resumes, and interviewing techniques. These will be provided in whole or part by district staff with supplementing where necessary with contracted services. This will involve about six workshops--actual number to be determined as the program is developed.

Phase V: Recruitment, Selection and Orientation. The final phase of the project is to provide the initial services for the 1981-82 school year program. This will enable students to better prepare their academic schedule to meet their vocational and personal needs.

At the completion of the school year participants will be transitioned into the Prime Sponsor's Summer Youth Program until the beginning of the school year in September, 1981.

Activity	Responsibility	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT
Participant Recruitment and Certification*	Prime Sponsor												
Participant Selection	Project Coord.												
Placement in work experience position --CEE	Youth Super.												
Home visitations	Youth Super.												
Career Ed. and Voc. Explo.	Career & Work Experience												
Job Workshops	Work Exp.												
Job Placement	Work Exp.												
Placement in appropriate classes & Vocational Programs	Proj. Coord.												

*The participants for the 1980-81 YEIP will have been selected as the final phase of the 1979-80 program. The same will hold true for the 1981-82 program.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: YETP

CONTRACT NO. _____

☐ ORIGINAL

☐ REVISION NO. _____

DATE September 12, 1980

Subgrantee Name and Address:

WJUSD - Woodland High School

Contact Person: Clancy Duppong

Phone 662-4678

21 North West Street

Period: From Oct. 1, 1980 To Sept. 30, 1981

Woodland, California 95695

Program Name: Woodland YETP

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.	818.05						2896.23		3716.28
NOV.	693.05						2773.22		3466.27
DEC.	693.05						2371.72		3064.77
JAN.	693.05						2505.72		3198.77
FEB.	693.05						2083.22		2776.27
MAR.	693.05						1949.22		2642.27
APR.	693.05						2083.22		2776.27
MAY	693.05						2083.22		2776.27
JUNE	676.38						1216.26		1892.64
JULY	676.38						987.17		1663.55
AUG.	676.38						1879.17		2555.55
SEPT.	693.02						1949.35		2642.37
TOTAL	8391.56						24779.72		33171.28

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPPLY	
OCT.	818.05				916.27	1981.96		3716.28
NOV.	693.05				916.27	1856.95		3466.27
DEC.	693.05				916.27	1455.45		3064.77
JAN.	693.05				916.27	1589.45		3198.77
FEB.	693.05				916.27	1166.95		2776.27
MAR.	693.05				916.27	1032.95		2642.27
APR.	693.05				916.27	1166.95		2776.27
MAY	693.05				916.27	1166.95		2776.27
JUNE	676.38				229.09	987.17		1892.64
JULY	676.38					987.17		1663.55
AUG.	676.38					1879.17		2555.55
SEPT.	693.02				916.27	1033.08		2642.37
TOTAL	8391.56				8475.52	16304.20		33171.28

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Superintendent
Name and Title of Authorized Official
William S. [Signature]
Signature

Hanna Thomas
Fiscal Officer
Samuel L. [Signature]
CETA Director
9-29-80 Date
9-24-80 Date

SUBGRANTEE'S NAME AND ADDRESS

WJUSD Woodland High School

21 North West Street

Woodland, California 95695

OPERATING BUDGET

CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	981.00	81.75	81.75	81.75	81.75
SALARIES & WAGES	5892.17	491.01	491.01	491.01	491.01
FRINGE BENEFITS	1243.39	103.62	103.62	103.62	103.62
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING	50.00				
Mileage Reimbursement		5.56	5.56	5.56	5.56
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES	100.00				
Office Supplies		11.11	11.11	11.11	11.11
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment					
Office Furniture & Fixtures	125.00	125.00			
TOTAL	8391.56	818.05	693.05	693.05	693.05

SUBGRANTEE'S NAME AND ADDRESS

WJUSD - Woodland High School

OPERATING BUDGET

21 North West Street

CONTRACT NO.

Woodland, California 95695

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
81.75	81.75	81.75	81.75	81.75	81.75	81.75	81.75
491.01	491.01	491.01	491.01	491.01	491.01	491.01	491.06
103.62	103.62	103.62	103.62	103.62	103.62	103.62	103.57
5.56	5.56	5.56	5.56				5.52
11.11	11.11	11.11	11.11				11.12
693.05	693.05	693.05	693.05	676.38	676.38	676.38	693.02

SUBGRANTEE'S NAME AND ADDRESS

WJUSD - Woodland High School

21 North West Street

Woodland, California 95695

OPERATING BUDGET

CONTRACT NO. _____

CAREER EMPLOYMENT EXPERIENCE (YETP ONLY)	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING	8475.52	916.27	916.27	916.27	916.27
Staff Salaries	7093.66	766.88	766.88	766.88	766.88
Staff Fringe Benefits	1081.86	116.96	116.96	116.96	116.96
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	300.00	32.43	32.43	32.43	32.43
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	16304.20	1981.96	1856.95	1455.45	1589.45
Staff Salaries	10231.00	1068.17	1068.17	666.67	800.67
Staff Fringe Benefits	3446.20	287.18	287.17	287.17	287.17
Staff Travel	400.00	33.33	33.33	33.33	33.33
Special Program Technical Assistance					
Space Cost					
Supplies	1300.00	275.00	275.00	275.00	275.00
Telephone	802.00	193.28	193.28	193.28	193.28
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment	125.00	125.00			
Unclassified Services Cost					
TOTAL - CAREER EMPLOYMENT EXPERIENCE	24779.72	2898.23	2773.22	2371.72	2505.72

CAREER EMPLOYMENT EXPERIENCE (YES/NO ONLY)

SUBGRANTEE'S NAME AND ADDRESS

WJUSD - Woodland High School

21 North West Street

Woodland, California 95695

OPERATING BUDGET

CONTRACT NO.

[illegible]

OFFICE EQUIPMENT				
QUAN.	DESCRIPTION	USAGE	UNIT COST	TOTAL
2	4 Drawer File Cabinets		125.00	250.00
	TOTAL		125.00	250.00

Subarantee's Name and Address

WJUSD - Woodland High School YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

21 North West Street

Woodland, California 95695

CETA OPERATING BUDETING

Positions and Salaries Schedule

Period From Oct. 1,80 To Sept 30,81

Contract No. _____

Title/Subtitle YETPPhone 662-4678

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA- TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON- ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER
Co-ordinator	217.04	1 hr. @day	12	2604.42		2604.42	2604.42						
Secretary	745.00	3/8	11	3287.75		3287.75	3287.75						
Youth Specialist	1000.00	2/3	12	8000.00		8000.00		8000.00				8000.00	
Teacher Aide - Reading	600.00	100%	10	6000.00		6000.00		6000.00	6000.00				
Workshop Instructors	N/A	N/A	N/A	2231.00		2231.00		2231.00				2231.00	
TOTAL				22123.17		22123.17	5892.17	16231.00	6000.00			10231.00	

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Trave Schedule

Period From Oct. 1,80 To Sept. 30,81

Contract No.

POSITION OF TRAVELING STAFF	MILEAGE			REIMBURSEMENT		OUT OF TOWN (ADMIN.)			TOTAL	
	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL		PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
				ADMIN.	NON-ADMIN.					
Youth Supervisor	42	36	\$.20		300.00					300.00
Co-ordinator	7	36	.20	50.00					50.00	
Job Placement & Workshop Personnel	100	4	.20		100.00					100.00
TOTALS	X	X	X	50.00	400.00	X	X		50.00	400.00

Title YETP

[illegible]

Title YETP

[illegible]

NON-FINANCIAL AGREEMENT

Title IV Youth Employment and Training Program (YETP)

The Yolo County Manpower Division agrees to make all direct payments to participants in the Woodland Joint Unified School District Youth Employment and Training Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for a YETP program. The maximum payable to participants under this Agreement is \$64,528. The financial portion of this Agreement which is that amount of funds subgranted to the Woodland Joint Unified School District is \$ 33,172. The total funds available to Woodland Joint Unified School District and its YETP participants is therefore \$ 97,700.

COUNTY OF YOLO, PRIME SPONSOR

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

(Legal Name of Subgrantee)

Arthur H. Edwards
(Signature of Authorized Officer)

FOR

Chairman, Yolo County
Board of Supervisors

(Title of Authorized Officer)

William J. Taylor
(Signature of Authorized Officer)

Superintendent
(Title of Authorized Officer)

11-4-80
(Date)

OCT 2 1980
(Date)

869
Agreement 80-348

rescinded

BK FILED

COUNTY OF YOLO

NOV 10 1980

Subgrant Signature Sheet

Title IIB By Peter Iachansee
DEPUTYAgreement/
Subgrant No. 80-349Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
University of California at Davis

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and The University of California at Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : University of California at Davis-Public Sector On-The-Job Training

MAILING ADDRESS : 312 Mark Hall

CITY & STATE : Davis, CA 95616 PHONE : 752-7300

PROGRAM DIRECTOR : Emily Mast

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 01, 1980The term of the SUBGRANT shall end on September 30, 1981The total amount of the SUBGRANT is \$115,250

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Allen Sman

Name and Title

Date

By Signature

X Arthur H. Edmunds
ARTHUR H. EDMUNDS

Name and Title FOR

Date
OCT 2 1980Twyla J. Thompson, Chairman
Board of Supervisors

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the University of California at Davis
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive
Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567,
PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such
by Code of Federal Regulations is charged with the basic responsibilities
of a Prime Sponsor and the parts and sections of CETA referred to there-
in, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the
Act taking into account the priorities identified by the Secretary
and the significant segments represented among the economically
disadvantaged, unemployed, and underemployed residing within the
jurisdiction.
 - (d) Providing job training and employment opportunities for economical-
ly disadvantaged, unemployed, or underemployed persons which will
result in an increase in their earned income and assuring that
training and other services lead to maximum employment opportunities
and enhance self sufficiency by establishing a flexible, coordinat-
ed, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

- 5 2. The University of California at Davis is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
14 (b) Signature Sheet.
15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
17 (d) Code of Federal Regulations - 41 CFR Part 29-70
18 (e) Code of Federal Regulations - 5 CFR Part 900
19 (f) CFR Assurances and Certifications
20 (g) Exhibit A - CETA Affirmative Action Plan
21 (h) Statement of Work to be Performed
22 (i) Enrollment and Termination Plan
23 (j) Operating Budget
24 (k)
25 (l)
26 (m)
27 (n)
28 (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 01, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

- 16 (a) Total Reimbursement shall not exceed the amount of \$ 115,250,
17 as set forth on Signature Sheet.
- 18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:
- 20 (1) Within ten (10) days following the completion of each
21 calender month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.
- 24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

(e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the Department of Labor.

5. Records, Audits, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, participant, and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs of whatsoever nature claimed to have been incurred and anticipated to be incurred to perform this contract, and (b), all costs incurred by PRIME SPONSOR based upon representations of SUBGRANTEE, including but not limited to situations where PRIME SPONSOR pays wages, allowances, or other benefits to participants or other contractors based on SUBGRANTEE's reporting of hours worked, training attended, or services provided, and (c) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U. S. GSA Federal Management Circular 74-4, and regulations of the U.S. Department of Labor, including but not limited to CFR §676.35 and 41 CFR §29-70.203. The obligation to maintain and preserve records shall not be diminished by any instructions or advice given by PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to PRIME SPONSOR.

(b) Preservation of Records

SUBGRANTEE shall preserve and make available its records related to this SUBGRANT (a) until the expiration of three (3) years from the date of final payment to SUBGRANTEE under this SUBGRANT except that records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.

28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.
- (b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other officials who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 40-349.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edwards
ARTHUR H. EDWARDS
(Signature of Authorized Officer)

FOR
Twyla J. Thompson, Chairman Count
Yolo Board of Supervisors

(Title of Authorized Officer)

(Legal Name of SUBGRANTEE)

Allen S. Marx
(Signature of Authorized Officer)

(Title of Authorized Officer)

(Date)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Name of Subgrantee

Allen Smart
Authorized Signature

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
1. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
 2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
 3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

(Legal Name of SUBGRANTEE)

(Date) 19

Arthur M. ...
(Signature of Authorized Officer)

(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

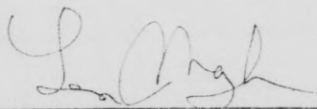
Fecha: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR

NAME OF SUBAGENT AFFIRMATIVE ACTION PLAN,

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.



SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

SUMMARY

The goal of the proposed program is for the University of California, Davis to provide fifty-four (54) on-the-job training slots at UC Davis for CETA IIB eligible participants, including thirty-five (35) for new participants and nineteen (19) for those participants carried over from the previous fiscal year. After the training period, the program participants will be transitioned to regular full-time unsubsidized positions. It is expected that at least forty-four participants will be served through the forty-four slots, although there is the possibility that we may be able to place more.

The proposed termination goals will be as follows:

- a. 75% will successfully complete training and be employed by UC Davis
- b. 5% will have other positive placements
- c. 20% or less will have non-positive terminations
- d. Because of low salary levels of other CETA titles, no participants will be intra- or inter-title transfers out of the activity except for emergency reasons.

This program will be provided at a cost not to exceed \$115,250.

SERVICE DELIVERER

The University of California, Davis proposes to provide an on-the-job training program at the campus and at the University Medical Center, Sacramento. The purpose of this program is to provide employment and training opportunities for CETA eligible Yolo County residents who have not been able to enter the University system because of lack of skills and/or experience or who have experienced other barriers to employment. Upon successful completion of the training program, the participant will be transitioned into unsubsidized employment by the University.

The program will be administered by the Subsidized Employment and Training unit of the Personnel Office at UCD. This unit will be responsible for the development of job slots on campus and at the Medical Center and for the monitoring of the participant progress. The unit will also act in a coordinating and liaison capacity between UCD and the Participant Services Branch of the Prime Sponsor Manpower Division during the recruitment and selection phase.

APPROACH

Description of the OJT Program

Approximately thirty-five (35) new OJT positions will be developed between October 1, 1980 and September 30, 1981 at the campus and the Medical Center.

The positions to be developed range from entry level jobs requiring minimal skills and qualification to those requiring a skills training background.

The on-the-job training slots will be developed in departments that have declared that they have a vacancy that they wish to be filled with a CETA participant. The slots will be developed only in departments that will make a commitment to hire the participant at the end of training provided the participant has successfully completed his/her training and the department has funds to transition. OJT slots are not developed in departments with a lay-off problem.

The program, as such, does not plan to make special efforts for alternative working arrangements. However, it will encourage departments to be flexible when working with the CETA participants when determining the work schedule for that employee.

Each department will be required to develop a regular, detailed training plan for each OJT participant. This will supplement the general plans submitted with this proposal. These training plans will be accomplished through the following procedure:

- During the first two weeks the participant is on the job, the hiring department will conduct an in-depth assessment of the skills of the participant in relationship to the needs of the job.
- A detailed training plan will be developed (in triplicate) by the department showing how those skills needed will be acquired through the training. One copy of this plan will be placed in the participant file at the STEP office, one will go to the participant and one will remain with the supervisor.
- As the monthly evaluations are filled the noted participant progress will be compared and evaluated against the plan.

The Dictionary of Occupational Titles method for determining the length of training for the on-the-job training will be used to determine the expected length of training. The training length will be determined in this manner: the training position is matched to the position described in the Dictionary of Occupational Titles; the second three digits of the DOT code are added, one to the other, and the sum is used as a training index; the training index is then referenced in the following table which shows minimum, maximum, and average length of training:

TRAINING RANGE (WEEKS)

<u>Training Index</u>	<u>Minimum</u>		<u>Normal</u>		<u>Maximum</u>	
	<u>Weeks</u>	<u>Hours*</u>	<u>Weeks</u>	<u>Hours*</u>	<u>Weeks</u>	<u>Hours*</u>
10	18	720	31	1240	44	1760
11	17	680	31	1200	43	1720
12	17	680	29	1160	41	1640
13	16	640	27	1080	38	1520
14	15	600	25	1000	35	1400
15	14	560	23	920	32	1280
16	13	520	21	840	29	1160
17	12	480	19	760	26	1040
18	11	440	17	680	23	920
19	10	400	15	600	20	800
20	9	360	13	520	17	680
21	8	320	11	440	14	560
22	7	280	9	360	11	440
23	6	240	7	280	8	320

The training plan including proposal length of training determined within the range above is sent to the Manpower Division for approval. If no communication is received from the Manpower Division within 5 working days, UCD will proceed with the implementation of the plan. If the Manpower Division feels that the training length is too long or too short, UCD will meet with the Manpower Division to work out a mutually acceptable training plan and length of training.

Coordination

a. Participant Selection

Participant selection and assignment to an OJT slot will be a joint responsibility of the University and the Participant Services Branch of the Yolo County Prime Sponsor.

The following steps will define the process of recruitment, intake, and enrollment of participants.

- Participant eligibility determination be handled by the prime sponsor
- The participant assessment and employability development plan EDP be handled by the prime sponsor (except the training plan portion, which will be handled by UC Davis)

- When the University staff develops an OJT slot on campus or at the Medical Center, the Prime Sponsor will be notified, and participants will be referred by the Prime Sponsor to the applicant pool based upon the participant employability development plan and in accordance with the significant segment goals within 12 working days of the notification.
- The UC Davis STEP staff will screen the applicant pool to determine those who meet the minimum qualifications for the position
- The UC Davis hiring department will make the final selection.

b. Participant Services

Ordinarily support services are not made available by the University to CETA-OJT participants. It is felt that they, as with any other employee, should be able to meet regular expenses, like child care or transportation, through their own resources. However, there are times when emergencies arise, such as a car breaking down or the person needing temporary shelter, when supportive services are needed.

When these kinds of emergencies arise, there is an employee loan fund that the participant can turn to for help. If the participant is in need of help, they just need to contact the STEP staff who will help them secure the needed resources. This loan fund is financed by University funds and is at no cost to the Prime Sponsor.

c. Employment Development Plan

The Participant Services Branch of the Prime Sponsor will develop the first four sections of the Employability Development Plan which includes the assessment data, the barriers to employment, the specific employment and training needs; and the specific services and activities to be developed to meet those needs. The participant would be referred to an OJT slot vacancy in accordance with the plan.

The University will develop the fifth section of the EDP which is an individualized plan for transition from CETA program activities to placement in unsubsidized employment. As stated previously the training department will develop an individualized training plan for each participant. During training written evaluations are completed monthly on each trainee by the supervisor. The evaluation form is returned to the STEP office for review. If the trainee is progressing satisfactorily, no action is taken. If the trainee or the department is evidencing any problems, the STEP personnel contact the appropriate person and attempt to correct the problem so that the training may progress satisfactorily.

The employability plan (training section) will be up-dated (if the need arises) through consultation between the STEP office, the participant, the department in which the participant is employed. Changes in the length of training will be cleared with the Prime Sponsor.

d. Coordination with other Agencies

UCD/UMC carries on an extensive Outreach Program throughout Yolo County. The Outreach Program maintains contact with various minority organizations in the county explaining the UCD/UMC employment system and the opportunities for employment at UCD/UMC.

In addition, the STEP office maintains direct contact with the Employment Development Department, State Department of Rehabilitation, the State Personnel Board and a variety of community and manpower agencies.

As indicated through this proposal, the UCD STEP will work very closely with the Participant Services Branch for various aspects of the CETA program. The Prime Sponsor will be a major recruitment source for all of the STEP programs on campus and at UMC. The Participant Services Branch will make referrals to the STEP office and will certify that the applicant is CETA eligible.

Budget

The maximum reimbursement requested during the training period will not exceed 50% of the participant wages as per 676.25-2 (F) (1) of the CETA regulations.

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: 11B

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE July 14, 1980

Subgrantee Name and Address:

Contact Person: Emily Mast

U.C. Davis

Phone 752-7300

312 Mark Hall

Period: From Oct. 1, 1980 To Sept. 30, 1981

Davis, Ca. 95616

Program Name: OJT

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.			11,344						11,344
NOV.			13,344						13,344
DEC.			3844						3844
JAN.			4844						4844
FEB.			6344						6344
MAR.			7844						7844
APR.			9344						9344
MAY			10,344						10,344
JUNE			11,344						11,344
JULY			12,344						12,344
AUG.			12,844						12,844
SEPT.			11,466						11,466
TOTAL			115,250						115,250

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.					10922	422		11,344
NOV.					12922	422		13,344
DEC.					3422	422		3844
JAN.					4422	422		4844
FEB.					5922	422		6344
MAR.					7422	422		7844
APR.					8922	422		9344
MAY					9922	422		10,344
JUNE					10922	422		11,344
JULY					11922	422		12,344
AUG.					12422	422		12,844
SEPT.					10930	536		11,466
TOTAL					110072	5178		115,250

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Dr. Fredric W. Hill, Associate Dean of Research

Name and Title of Authorized Official

Richard Mast
Signature

Sharon Thomas
Fiscal Officer
Sharon Thomas
CETA Director

9-24-80
Date

9-24-80
Date

OPERATING BUDGET

SUBGRANTEE'S NAME AND ADDRESS

U.C. Davis

312 Mrak Hall

Davis, Ca. 95616

CONTRACT NO. _____

ON-THE-JOB TRAINING	TOTAL	OCT	NOV	DEC	JAN
TRAINING	5072	422	422	422	422
Staff Salaries	5072	422	422	422	422
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assist.					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	5073	422	422	422	422
Staff Salaries	5073	422	422	422	422
Staff Fringe Benefits					
Staff Travel					
Special program technical assist.					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - ON-THE-JOB TRAINING	\$10,145	844	844	844	844

OJT REIMBURSEMENT

54 slots @ \$500/mo/slot \$105,000 10,500 12,500 3000 4000

ON-THE-JOB TRAINING
OPERATING BUDGET

SUBGRANTEE'S NAME AND ADDRESS

U.C. Davis

312 Mrak Hall

Davis, Ca. 95616

CONTRACT NO.

[illegible]

Emily Mast
U.C. Davis
312 Mark Hall
Davis, Ca. 95616
Phone 752-7300

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 CETA OPERATING BUDGETING
 Positions and Salaries Schedule
 Period From 10-1-80 To 9-30-81

Contract No. _____
 Title/Subtitle IIB

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA- TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON- ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER A
STEP COORDINATOR	\$2224	5	12	\$1334		1334		1334		1334			
ASS'T COORDINATOR	1886	25	12	5658		5658		5658		5658			
PERSONNEL ASS'T	1051	25	12	3153		3153		3153		3153			
TOTAL				10,145				10,145		10,145			

Title IIB

Program: U.C. Davis	☒ Original	☐ Revision # _____
Fiscal Year: 1981	Date: 9-23-80	Annual Plan Mod. # _____

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title _____

Program: University of California, Davis	☒ Original	☐ Revision # _____
Fiscal Year: 1980-81	Date 09/25/80	Annual Plan Mod. # _____

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
A. Total Cumulative Enrollments	21	23	25	27	30	33	38	42	46	50	54	54
B. Total Enrollments by Month.....	21	2	2	2	3	3	5	4	4	4	4	0
1. New Enrollment.....	2											
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....	19											
4. Intratitle (Another Activity)..												
C. Total Cumulative Terminations	5	12	18	21	23	25	27	30	33	36	39	42
D. Total Terminations by Month.....	5	7	6	3	2	2	2	3	3	3	3	3
1. Entering Employment.....	5	6	4	2	0	0	2	2	2	2	3	3
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....	5	6	4	2	0	0	2	2	2	2	3	3
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....	0	0	0	0	1	1	0	0	0	0	0	0
a. School.....												
b. Other Manpower.....												
c. Non-placement Objective Completed.....												
4. Other.....	0	1	2	1	1	1	0	1	1	1	0	0
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	16	11	7	6	7	8	11	12	13	14	15	12

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIB

Agreement/
Subgrant No. 80-350

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Washington Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Washington Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Washington Unified School District - In school Youth Program

MAILING ADDRESS : 930 West Acres Road

CITY & STATE : West Sacramento, CA 95691 PHONE : 371-9300

PROGRAM DIRECTOR : Ed Crandall

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980

OCT 27 1980

The term of the SUBGRANT shall end on September 30, 1981

The total amount of the SUBGRANT is \$10,221

PETER MCNAMARA, CLERK
By Debbie M. [Signature]
DEPUTY

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

[Signature]

Name and Title

Date

By Signature

[Signature]

Name and Title

FCR

Date

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

MARINO PETERSON, ASST. SUPERVISOR

10-10-80

OCT 2 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Washington Unified School District
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Washington Unified School District is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) CFR Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h) Statement of work to be performed
- (i) Operating Budget
- (j) Enrollment and Termination Plan
- (k) Non-Financial Agreement
- (l)
- (m)
- (n)
- (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$ 10,221, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of five (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention period, any
4 litigation or audit is begun or a claim is instituted involving the
5 records, SUBGRANTEE shall retain the records beyond the retention
6 period until the litigation, audit findings, or audit findings, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, on a current
10 basis in conjunction with the Program, an adequate accrual system of
11 accounting covering all costs, items and expenditures with respect
12 to the Program, in accordance with generally accepted accounting
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements as set forth
15 in the "Subgrantees' Fiscal Activities Manual." Except in a case
16 where a fixed unit cost for reimbursement is specified in this
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR and/or
20 United States Federal Department of Labor or any of their duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or any longer
23 period as required by applicable law, have access to and the right
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all matters covered
26 by this SUBGRANT, including the right to audit, examine and make
27 excerpts of transcripts and from such records to make audit of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

1 10. Hold Harmless Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its
3 officers, employees and agents from and against all claims, losses,
4 liabilities, or damages including attorney fees, arising out of or result-
5 ing from the performance of this Agreement, caused in whole or in part by
6 any negligent act or omission of SUBGRANTEE or anyone directly or
7 indirectly employed by SUBGRANTEE, regardless of whether or not it is
8 caused in part by a party indemnified hereunder.

9 11. Legal Relationship

- 10 (a) It is herein understood and agreed that SUBGRANTEE is an independent
11 contractor and that no relationship of employer-employee exists
12 between the parties hereto. That SUBGRANTEE shall not be entitled
13 to any benefits available to employees of PRIME SPONSOR. That PRIME
14 SPONSOR is not required to make any deductions from the compensation
15 payable to SUBGRANTEE under the provision of this Agreement; that
16 as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR
17 harmless from any and all claims that may be made against PRIME
18 SPONSOR based upon any contention by any third party that an
19 employer-employee relationship exists by reason of this Agreement.
- 20 (b) It is further understood and agreed by the parties hereto that
21 SUBGRANTEE in the performance of its obligations hereunder is subject
22 to the control or direction of PRIME SPONSOR merely as to the result
23 to be accomplished by the services herein agreed to be rendered and
24 performed and not as to the means and methods for accomplishing the
25 result.
- 26 (c) If, in the performance of this Agreement, any third persons are
27 employed as employees of SUBGRANTEE, such person shall be employed
28 by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.

8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.

14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.

19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.

23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

1 SUBGRANT until such failure is rectified.

2 14. Property

- 3 (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall
4 be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE
5 shall be subject to the obligations of "GRANTEE", as defined in 41
6 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR
7 and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor
8 agency set forth therein. Generally it is expected that grant
9 property will be retained and used throughout its useful life in the
10 grant program for which it was acquired or if that program is
11 terminated, or if the property is no longer needed in the program,
12 in any other similar program of subgrantee, or PRIME SPONSOR.
- 13 (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal
14 Property shall comply with 41 CFR §29.70.215-7 a copy to which is
15 attached hereto and incorporated by this reference.

16 15. Program Income

- 17 (a) All income generated as a result of CETA activities may be retained
18 by SUBGRANTEE, at the discretion and written approval of PRIME
19 SPONSOR, for a period of one (1) year from the expiration of this
20 SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA
21 activity authorized by this SUBGRANT.
- 22 (b) In the case of income generated by projects under YCCIP, SUBGRANTEE
23 may retain this income, at the discretion and written approval of
24 PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT
25 and apply it to the costs of the project. If the project is not con-
26 tinued beyond the expiration date of this SUBGRANT, the conditions in
27 part (a) of this section shall apply.
- 28 (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

- (d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
- (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
- (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.
- If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-350.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmonds

ARTHUR H. EDMONDS
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

WASHINGTON CHARTER SCHOOL DISTRICT

(Legal Name of SUBGRANTEE)

Marino Pierucci

(Signature of Authorized Officer)

10-10

19 *80*

(Date)

(Title of Authorized Officer)

MARINO PIERUCCI, ASST. SUPERVISOR

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

WASHINGTON STATE SCHOOL DISTRICT

Name of Subgrantee

Authorized Signature

10-70-80

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination: rates of pay or other forms of compensation: and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

WASHINGTON UNITED SCHOOL DISTRICT

(Legal Name of SUBGRANTEE)

(Date)

10-10-1979

(Signature of Authorized Officer)

MANAGER, TECHNICAL AID & BUSINESS

(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basándose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, Russell A. Jones, AM RESPONSIBLE FOR
Washington United AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Russell A. Jones
SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

A. Program Purpose

Participation in the Public Service Work Experience Program (P-2B) will provide an opportunity for young adults to gain work skills and experience necessary for entry level jobs. The enrollees will also benefit as a result of being provided an opportunity to work at a paid position which will supplement the low level income which is characteristic of all participants.

The opportunity to work in a gainful occupation will be very beneficial for the self concept of the young workers. The majority of the enrollees would not have an opportunity to work if this program were not made available through the Comprehensive Employment and Training Act of 1978. Not only must the opportunities for employment be provided but also support activities in the form of career guidance, job-related instruction, shared supervision with the employer, and the careful job station selection must be utilized to ensure success of the program. These will help to make the activity more than just a temporary part-time job for disadvantaged young adults.

The program will serve economically disadvantaged youth, 16 to 21 years of age, who reside in Yolo County. These youth must be enrolled in the Washington Unified School District high schools, River City or Yolo, and meet the income criteria guidelines.

B. Recruitment Procedures

The Prime Sponsor will perform outreach, intake and eligibility determinations on youth interested in participating in the program. The Prime Sponsor will also administer an indepth assessment of each youth found eligible for program participation and develop an Employability Development Plan (EDP). The Prime Sponsor will ensure these services will be accessible to all interested students.

Washington Unified School District will encourage the total high school staffs (administrators, counselors, teachers and classified personnel) to assist interested students obtain information, application forms, and interviews with P-2B staff. The Board of Education will encourage the inservicing of the total high school staffs in order for the District P-2B Program to be readily accessible to qualified in-school youth.

C. Basic Program Operation

After students' eligibility are determined, each student will have a basic educational work plan developed for the first six weeks. This plan will identify the required educational components, work site assignment, the students' present career/vocational aspirations and other related data.

The students' progress during the first six weeks will be reviewed for possible changes of work sites, need for particular vocational skills training, progress in classroom and work site, particular counseling needs, and students' desire to explore any particular careers.

After the first six weeks, the program will focus on acquisition of needed skills, more challenging experiences and more opportunity to explore careers outside the classroom environment. As time passes, the students will be expected to assume more of a role in preparing themselves for the private sector employment and/or advanced vocational training and gaining competencies to make this possible.

Work sites are to provide actual laboratory experience into the world of work as a learning experience and not just a place to earn money.

It will be the responsibility of the Washington Unified School District for the work experience in which youth will participate. This responsibility entails placement of youth in subsidized positions within public or private non-profit agencies. Generally, the working experience activity will be for a maximum of two hours per day.

D. Academic Credit

P-2B students will be enrolled as work experience education students and may receive credit up to a maximum of 10 units of credit per semester and graded according to the growth and effort in the related instruction class work and actual work experience. As defined by the California Department of Education, work experience education is a comprehensive term that covers a group of programs enlisting the cooperation of school and community in helping students to (1) develop and improve their occupational skills, and (2) learn about career requirements from direct participation in a work environment.

KNOWLEDGE DEVELOPMENT

1. Academic Progress

As the P-2B participants are in-school students, any general weakness in basic educational skills which hamper the participants success in the classroom activities or at the work site will be identified. The P-2B will work closely with the school staff to refer any particular basic skills weakness so that their teachers can work with them. Basic educational skills are the school staff's primary concerns. The P-2B staff will offer assistance, if requested.

It is essential to develop good coordination and communication between the high school staffs and the P-2B staffs to help the students' academic growth in order to enable each student to strengthen his/her career and educational potential.

2. Attendance Improvement

Attendance of the participants will be closely monitored for school attendance and P-2B attendance. A built-in rule will be the P-2B participants must attend school on a regular basis in order to remain in the P-2B. Poor school attendance weakens the educational success of a youth. Allowing a student to maintain a poor attendance record in school and continue to remain in the P-2B would reinforce a poor work habit and may encourage other students to develop poor work habits.

Procedures would be to make all new participants understand that poor school and/or P-2B attendance will be grounds for being dropped from P-2B. First infractions will require an automatic counseling and formal warning. If the problem persists, the student will be dropped from P-2B.

ACTIVITIES AND TIME LINES

[illegible]

YOCO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: 11B

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE 9-04-80

Subgrantee Name and Address:

Washington Unified School District

930 West Acres Road

West Sacramento, CA 95691

Contact Person: Ed Crandall

Phone (916) 371-9300

Period: From Oct. 1, 1980 To Sept. 30, 1981

Program Name: In-school Youth - 11B

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.	1,185	450		648					2,283
NOV.	210	150		647					1,007
DEC.	190	100		647					937
JAN.	260	150		647					1,057
FEB.	210	169		647					1,026
MAR.	210	100		647					957
APR.	210	100		647					957
MAY	210	100		647					957
JUNE									
JULY									
AUG.									
SEPT.	235	150		655					1,040
TOTAL	2,920	1,469		5,832					10,221

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.	1,185				450	648		2,283
NOV.	210				150	647		1,007
DEC.	190				100	647		937
JAN.	260				150	647		1,057
FEB.	210				169	647		1,026
MAR.	210				100	647		957
APR.	210				100	647		957
MAY	210				100	647		957
JUNE								
JULY								
AUG.								
SEPT.	235				150	655		1,040
TOTAL	2,920				1,469	5,832		10,221

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Ed Crandall, Vocational Education Specialist

Name and Title of Authorized Official

Signature

Shanna Thomas
FISCAL OFFICER

Shanna Thomas
CETA Director

2-24-80
Date

9-24-80
Date

OPERATING BUDGET

CONTRACT NO. IIB

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	575	575			
SALARIES & WAGES	1,500	300	150	150	150
FRINGE BENEFITS	200	20	20	20	20
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING					
Mileage Reimbursement	345	40	40	20	40
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies	200	150			50
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment	100	100			
Office Furniture & Fixtures					
TOTAL	2,920	1,185	210	190	260

SUBGRANTEE'S NAME AND ADDRESS

Washington Unified School District

OPERATING BUDGET

930 West Acres Road

CONTRACT NO. IIB

West Sacramento, California 95691

[illegible]

OPERATING BUDGET

CONTRACT NO. IIB

SUBGRANTEE'S NAME AND ADDRESS

Washington Unified School District

930 West Acres Road

West Sacramento, California 95691

CLASSROOM TRAINING	TOTAL	OCT	NOV	DEC	JAN
ALLOWANCES					
Basic					
Dependents					
Incentive					
Other Additional					
FRINGE BENEFITS					
Workers' Compensation Insurance					
TRAINING					
Staff Salaries	1,000	150	100	100	100
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies	469	300	50		50
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
TOTAL - CLASSROOM TRAINING	1,469	450	150	100	150

CONTRACT NO. IIB

West Sacramento, California 95691

[illegible]

SUBGRANTEE'S NAME AND ADDRESS

Washington Unified School District

930 West Acres Road

West Sacramento, CA 95691

OPERATING BUDGET

CONTRACT NO. IIB

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
TRAINING					
Staff Salaries	4,232	470	470	470	470
Staff Fringe Benefits	1,000	112	111	111	111
Staff Travel	600	66	66	66	66
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
WORKSITE SUPERVISION (YCCIP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Unclassified Supervision Cost					
TOTAL - WORK EXPERIENCE	5,832	648	647	647	647

CONTRACT NO. IIB

SUBGRANTEE'S NAME AND ADDRESS
Washington Unified School District
930 West Acres Road
West Sacramento, CA 95691

[illegible]

hone

Period From Oct. 1, 1980 To Sept. 30, 1981

Title/Subtitle IIB

[illegible]

SUBGRANTEE NAME AND ADDRESS

Washington Unified School District

930 West Acres Road

West Sacramento, California 95691

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Travel Schedule

Period From Oct. 1980 To Sept. 1981

Contract No.

[illegible]

SUBMITTER NAME AND ADDRESS

Washington Unified School District930 West Acres RoadWest Sacramento, California 95691PHONE (916) 371-9300

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Equipment Schedule

Period From Oct. 1980 To Sept. 1981

Contract No. _____

OFFICE FURNITURE AND FIXTURES

QTY.	DESCRIPTION	USAGE	UNIT COST	TOTAL
1	File Cabinet		\$100.00	\$100.00
	TOTAL			\$100.00

Washington Unified School District

930 West Acres Road

West Sacramento, California 95691

PHONE (916) 371-9300

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Equipment Schedule

Period From Oct. 1980 To Sept. 1981

Contract No. _____

TRAINING EQUIPMENT

QUANTITY	DESCRIPTION	USAGE	UNIT COST	TOTAL
	NONE			
	TOTAL			

ENROLLMENT AND TERMINATION PLAN

Monthly Schedule

Title TIB

Program: Washington Unified School District	☒ Original	☐ Revision #
Fiscal Year: 1981	Date 9-8-80	Annual Plan Mod. #

Activities = WEX, CT

ENROLLMENTS AND TERMINATIONS	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep
A. Total Cumulative Enrollments	18	19	20	24	25	26	28	28	28	28	28	24
B. Total Enrollments by Month.....	18											
1. New Enrollment.....	18	1	1	4	1	1	2					
2. Title and Subpart Transfers....												
3. Carried Over Last Year.....												
4. Intratitle (Another Activity)...												
C. Total Cumulative Terminations		1	3	6	7	8	10	10	10	10	10	20
D. Total Terminations by Month.....		1	1	4	1	1	2					10
1. Entering Employment.....												
a. Direct Prime.....												
b. Direct ES.....												
c. Indirect.....					1		1					3
d. Indirect (Other).....												
2. Title and Subpart Transfers....												
3. Additional Positive.....												
a. School.....		1	1	3		1						4
b. Other Manpower.....				1								
c. Non-placement Objective Completed.....												
4. Other.....												3
5. Intratitle.....												
E. CURRENT ENROLLMENT (A-D)	18											8

WEX, CT

SYLP
Concurrent WEX

Title IIB

[illegible]

NON-FINANCIAL AGREEMENT

Title IIB In-school Youth Program

The Yolo County Manpower Division agrees to make all direct payments to participants in the Washington Unified School District's IIB In-school Youth Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for a Title IIB program. The maximum payable to participants under this Agreement is \$ 18,986. The financial portion of this Agreement, which is that amount of funds subgranted to the Washington Unified School District is \$ 10,221. The total available to Washington Unified School District and its Title IIB In-school Program is therefore \$ 29,207.

COUNTY OF YOLO, PRIME SPONSOR

WASHINGTON UNIFIED SCHOOL DISTRICT

(Legal Name of Subgrantee)

Arthur W. Edmunds
(Signature of Authorized Officer)

FOR

Chairman, Yolo County
Board of Supervisors

(Title of Authorized Officer)

Mario P. Pardo
(Signature of Authorized Officer)

MARIO PARDO, ASST. SUPERVISOR

(Title of Authorized Officer)

10-10-80
(Date)

OCT 2 1980
(Date)

COUNTY OF YOLO

Subgrant Signature Sheet

Title 113

Agreement/
Subgrant No. 80-951

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Winters Joint Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Winters Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Winters Joint Unified School District - School Crossing Guard Program

MAILING ADDRESS : 47 Main Street

FILED

CITY & STATE : Winters, CA 95694

NOV 15 1980 PHONE : 795-4588

PROGRAM DIRECTOR : Frank Pignataro

PETER McNAMES, Clerk
By *Frank Pignataro*

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 1, 1980

The term of the SUBGRANT shall end on September 30, 1981

The total amount of the SUBGRANT is \$4,438.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Frank V. Pignataro, Principal
Winters High School

Oct. 24, '80

Name and Title

FOR

Date

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

OCT 2 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Winters Joint Unified School District
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

prior to entering the program and granting the opportunity to resolve grievances as provided in 20 CFR § 676.83, 676.84, and 676.86;

(f) Making maximum efforts to achieve the provision of the plan.

2. The Winters Joint Unified School District is by virtue of this agreement a SUBGRANTEE of Yolo County under CETA, within the jurisdiction of Yolo County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and 679
- (d) Code of Federal Regulations - 41 CFR Part 29-70
- (e) Code of Federal Regulations - 5 CFR Part 900
- (f) CFR Assurances and Certifications
- (g) Exhibit A - CETA Affirmative Action Plan
- (h) Statement of Work to be performed
- (i) Operating Budget
- (j) Enrollment and Termination Plan
- (k) Non-Financial Agreement
- (l)
- (m)
- (n)
- (o)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as determined by
3 PRIME SPONSOR perform the services described in the attachments listed
4 above under Subgrant which are subject to all the terms, conditions,
5 and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin October 01, 1980,
8 and shall end September 30, 1981, as set forth on the
9 Signature Sheet. Grant funds may not, without advance written approval
10 by PRIME SPONSOR, be obligated before the beginning of the term or after
11 the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary
14 costs incurred in the performance of this contract in accordance with
15 the following:

16 (a) Total Reimbursement shall not exceed the amount of \$ 4,438.00,
17 as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this contract shall
19 be paid on the basis of an approved monthly claim as follows:

20 (1) Within ten (10) days following the completion of each
21 calendar month SUBGRANTEE shall submit to PRIME SPONSOR a
22 claim itemizing all expenditures made pursuant to this
23 SUBGRANT during the preceding month.

24 (2) The County Administrative Officer of PRIME SPONSOR, or his
25 designee, shall review that claim, may review the records,
26 books of account, trial balance and vouchers of SUBGRANTEE,
27 and shall approve the claim to the extent that SUBGRANTEE
28 has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

classroom training costs, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT. The SUBGRANTEE also understands and agrees that the PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives has the right to make unannounced visits to the SUBGRANTEES facilities to observe, audit and/or monitor all conditions and activities involved in the performance of this agreement.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and the propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension or Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment of SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event of any of the following occurrences to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in connection with Program.
- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.

(f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Waiver of Statute of Limitations

The County of Yolo is subject to fiscal and compliance audits required by the U.S. Department of Labor which include the performance of SUBGRANTEE under this subgrant, and the County of Yolo may incur liability to the U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant. Past experience indicates that controversies with the U.S. Department of Labor may not be resolved within the period of the statute of limitations on actions by County of Yolo against subgrantee arising out of subgrantee's performance or non-performance of and compliance with the terms of this subgrant. In consideration of the promises of the County of Yolo herein, SUBGRANTEE promises not to plead the statute of limitations in any action brought against it by the County of Yolo arising out of this subgrant or its performance or non-performance or compliance with its terms or conditions, and subgrantee agrees that it shall and hereby does waive any defense that it may have against such suit by virtue of any statute of limitations; provided, however, that such suit shall be brought, if at all, on or before the expiration of two years after final determination of any controversy between the County of Yolo and the U.S. Department of Labor (including any litigation arising therefrom), and further provided that such suit shall be brought, if at all, on or before the expiration of four years after the statute of limitation otherwise prescribed by law.

8. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

(b) Without Cause

Either party may terminate this SUBGRANT at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the SUBGRANT is terminated as provided herein, SUBGRANTEE will be paid an amount which the same ratio to the total compensation as the service actually performed bears to the total services of SUBGRANTEE covered by this SUBGRANT, less payments of compensation previously made.

9. Severability of Provisions

If any provisions of this SUBGRANT are held invalid, the remainder of this SUBGRANT shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.

8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.

14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.

19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.

23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

perface or introduction to these materials as published contain the following:

- (a) A credit reference reading as follows: "The preparation of these materials was financially assisted through a contract from YOLO COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehensive Employment and Training Act, as amended."
 - (b) A disclaimer statement reading as follows: "The opinions, findings, and conclusions of this publication are those of the author and not necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the United States Federal Department of Labor. YOLO COUNTY and the United States Federal Department of Labor reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use these materials and to authorize others to do so."
 - (c) The comments of PRIME SPONSOR in full, unabridged, and unedited. If SUBGRANTEE wishes to incorporate some or any of the comments of PRIME SPONSOR in the text of the materials, it shall revise the materials to be published and resubmit them to PRIME SPONSOR which shall prepare comments on the resubmitted data within thirty (30) days after receipt thereof. Within ten (10) days after receipt of these comments, SUBGRANTEE shall determine whether or not to accept or adopt any of the comments on the revised materials as resubmitted to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination within fifteen (15) days after receipt of the comments of PRIME SPONSOR. Thereafter, the materials may be published or revised in accordance with the procedures set forth above in the publication of materials on which PRIME SPONSOR has submitted its comments to SUBGRANTEE.
- If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

(c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.

(d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Titles II-D or VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under TITLES II-D and VI when any other person is on lay-off from the same or any substantially equivalent job.

(e) SUBGRANTEE represents that it has objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, and performance evaluation that are reflective of the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE understands that all personnel policies and practices shall be subject to validation in accordance with the Federal Uniform Guidelines on Employee Selection procedures dated August 25, 1978.

22. Assignments and Subletting

No performance of this agreement or any portion thereof may be assigned or subcontracted by SUBGRANTEE without the express written consent of the PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to assign or subcontract any performance of this agreement without the express written consent of the PRIME SPONSOR or his designee shall be null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-351.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmonds

ARTHUR H. EDMONDS
(Signature of Authorized Officer)

FOR

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

(Title of Authorized Officer)

Frank V. Bignataro

(Legal Name of SUBGRANTEE)

Frank V. Bignataro

(Signature of Authorized Officer)

Oct. 24, 19 *80*

(Date)

Principal

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

Frank V. Pignataro
Name of Subgrantee

Frank V. Pignataro
Authorized Signature

10/24/80
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

Frank V. Regan
(Legal Name of SUBGRANTEE)

Oct. 29, 1980
(Date)

Frank V. Regan
(Signature of Authorized Officer)

Principal
(Title of Authorized Officer)

EXHIBIT A

SETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluíran:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, _____, AM RESPONSIBLE FOR
_____ AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Frank V. Regnataro
SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF WORK TO BE PERFORMED

There is a unique need in Winters for a Traffic Crossing Program concentrating at the primary and elementary grades. Students would be supplied by the high school, undergo safety training and regulations with the local police agency, and supervised by school district and police personnel. Traffic crossing teams would cross all elementary students before school for approximately 20 minutes, K students at noon returning home for 10 - 15 minutes and the remaining grades at approximately 2:30 and 3:00 p.m. At this time, there is only one crossing area with the possible development of a second. The program is planned to start in October 1980 and continue throughout the 1980-81 school year. Students will work 1 hour per day between October and May, and will work 4 hours per day during the month of August. The program will only be needed while school is in session. During the summer months, the participants will be enrolled into the Prime Sponsors Summer Program. The program will then resume with the start of school in August 1981. The chart on the following page shows the activities and timelines to be undertaken.

ACTIVITIES AND TIMELINES

Activity	Responsibility	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
1. Identify and qualify participants for Title IIB Program	Supervisor	xxxxx											
2. Counsel each participant and develop an individual program	Supervisor	xxxxx											
3. Enroll all participants into work experience placements		xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx		xxxxx	xxxxx
4. Program monitoring and evaluation of pupil progress by Counselor, Attendance Clerk and Supervising Teacher	Counselor Attend. Clk Supervisor	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx	xxxxx		xxxxx	xxxxx
5. Identify and qualify new participants to replace graduating seniors											xxxxxxx		

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 First Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: IIB

CONTRACT NO. _____

☒ ORIGINAL

☐ REVISION NO. _____

DATE September 19, 1980

Subgrantee Name and Address:

Winters Joint Unified School District

Contact Person: Frank Pignataro

47 Main Street

Phone 795-4585

Winters, CA 95694

Period: From 10-1-80 To 9-30-81

Program Name: School Crossing Guards

MONTH	ACTIVITY								TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	OTHER	
OCT.	16.00			4059.66					4075.66
NOV.	0			34.61					34.61
DEC.	0			27.53					27.53
JAN.	0			34.61					34.61
FEB.	0			34.61					34.61
MAR.	0			29.16					29.16
APR.	0			29.16					29.16
MAY	0			0					0
JUNE	0			0					0
JULY	20.00			88.90					108.90
AUG.	0			34.60					34.60
SEPT.	0								
TOTAL	36.00			4402.00					4430.00

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.	16.00				4059.66		4075.66
NOV.	0				34.16		34.61
DEC.	0				27.53		27.53
JAN.	0				34.61		34.61
FEB.	0				34.61		34.61
MAR.	0				29.16		29.16
APR.	0				29.16		29.16
MAY	0				0		0
JUNE	0				0		0
JULY	20.00				88.90		108.90
AUG.	0				34.60		34.60
SEPT.	0						
TOTAL	36.00				4402.00		4438.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Frank V. Pignataro
Name and Title of Authorized Official
Frank V. Pignataro
Signature

Samuel L. Pignataro
FISCAL OFFICER
Samuel L. Pignataro
CETA Director
2-24-80
Date
9-24-80
Date

SUBGRANTEE'S NAME AND ADDRESS

Winters Unified School District

47 Main Street

Winters, CA 95694

OPERATING BUDGET

CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST					
SALARIES & WAGES					
FRINGE BENEFITS					
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING					
Mileage Reimbursement					
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES					
Office Supplies					
Cleaning & Janitorial Supplies					
COMMUNICATION COST					
Telephone & Telegraph					
Postage					
OTHER COST					
Photocopy & Xerox	36.00	16.00			
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT					
Office Equipment					
Office Furniture & Fixtures					
TOTAL	36.00	16.00			

CONTRACT NO.

47 Main Street

Winters, CA 95694

[illegible]

OPERATING BUDGET

CONTRACT NO. _____

SUBGRANTEE'S NAME AND ADDRESS

Winters Joint Unified School District

47 Main Street

Winters, CA 95694

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance	127.50	14.16	14.16	7.08	14.16
Subcontractor Training Cost	314.00	85.00	20.45	20.45	20.45
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment	3,960.50	3,960.50			
Unclassified Training Cost					
SERVICES					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
WORKSITE SUPERVISION (YCCIP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Unclassified Supervision Cost					
TOTAL - WORK EXPERIENCE	4,402.00	4,059.66	34.61	27.53	34.61

CONTRACT NO.

47 Main Street

Winters, CA 95694

[illegible]

9-23-80

FRANK PIGNATARO

795-4585

EQUIPMENT, MATERIALS & SUPPLIES
for
SCHOOL CROSSING GUARDS

UNIFORMS

8	Uniform Belt	1.50	12.00
15	Badges	.50	7.50
8	Stop Signs	12.00	96.00
8	Stop Sign Poles	3.00	24.00
8	Rain Coats	10.00	80.00
8	Rain Pants	7.50	60.00
8	Rain Boots	10.00	80.00
8	Reflector Vests	6.00	48.00
8	Helmets	10.00	80.00

487.50
16% Shipping & Tax Expense 78.00
\$ 565.50

AUDIO-VISUAL

1	Filmstrip - Training Program	50.00	50.00
2	Film - Safety on Street & Sidewalk (Spanish and English version)	205.00	410.00
2	Film - School Bus Safety & Courtesy (Spanish and English version)	275.00	550.00
1	Film - Primary School Bus Safety	285.00	285.00

1,295.00
16% Shipping & Tax Expense 207.00

TEXTS

25	California Guide for Pedestrian Safety Education		
	Volume I	1.65	41.25
	Volume II	1.35	33.75
	Volume III	3.50	87.50
25	California Guide to Traffic Safety Educ.	3.50	87.50
10	Pedestrian Rules of the Road in California	1.50	15.00
25	Pedestrian Rules of the Road in California (Primary Edition - 1980)	1.50	37.50
25	Bicycle Rules of the Road in California	1.50	37.50

340.00
16% Shipping & Tax Expense 54.00
\$ 394.00

EQUIPMENT

1	File Cabinet, 4-drawer, legal size 28 1/2"	175.00
	6% Sales Tax	10.50
		<u>\$185.50</u>

\$2,647.00

WINTERS JOINT UNIFIED SCHOOL DISTRICT

47 MAIN STREET

WINTERS, CALIFORNIA 95694

PHONE 795-4588

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Equipment Schedule

Period From 10-1-1980 To 9-30-1981

Contract No. _____

OFFICE FURNITURE AND FIXTURES

Qty.	DESCRIPTION	USAGE	UNIT COST	TOTAL
1	FILE CABINET	(Storage)	175.00 6% Tax TOTAL:	175.00 10.50 185.50
	TOTAL			\$185.50

WINTERS JOINT UNIFIED SCHOOL DISTRICT

47 MAIN STREET

WINTERS, CALIFORNIA

HONE

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Equipment Schedule

Period From OCT 1, 80 To SEP 30, 81

Contract No. _____

TRAINING EQUIPMENT

QUAN	DESCRIPTION	USAGE	UNIT COST	TOTAL
8	UNIFORMS	Safety Uniforms		565.50
6	AUDIOVISUALS	Training Programs re: Safety on Street and Sidewalk and School Bus Safety and Courtesy (Spanish & English versions)		1,502.00
25	TEXT BOOKS	Traffic Safety Education		394.00
	TOTAL			2,461.50

Title IIR

[illegible]

Title IIB

[illegible]

NON-FINANCIAL AGREEMENT

Signature Page

Title IIB In-school Youth Program

The Yolo County Manpower Division agrees to make all direct payments to participants in the Winters Joint Unified School District IIB In-school Youth Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for a Title IIB program. The maximum payable to participants under this Agreement is \$6,475.50. The financial portion of this Agreement, which is that amount of funds subgranted to the Winters Joint Unified School District is \$3,524.50. The total available to Winters Joint Unified School District and its Title IIB In-school Program is therefore \$ 10,000.

COUNTY OF YOLO, PRIME SPONSOR

Frank V. Pignatelli
(Legal Name of Subgrantee)

Arthur W. Edwards
(Signature of Authorized Officer)

FOR

Frank V. Pignatelli
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

Principal
(Title of Authorized Officer)

Oct. 29, 1980
(Date)

12 1980
(Date)

Subgrant Signature Sheet

Title LIR

Agreement/
Subgrant No. 80-352

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Woodland Joint Unified School District

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Woodland Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

PROGRAM : Woodland Joint Unified School District - In School Youth Program

MAILING ADDRESS : 21 N. West Street

CITY & STATE : Woodland, CA 95695

PHONE : 662-4678

PROGRAM DIRECTOR : Clarence Duppong

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

FILED

The term of the SUBGRANT shall begin on October 1, 1980

The term of the SUBGRANT shall end on September 30, 1981

NOV 6 1980

The total amount of the SUBGRANT is \$8168

PETER McNAMEE, Clerk,
By Peter McNamee
DEPUTY

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Date

WILLIAM LINFORD

11-4-80

SUPERINTENDENT

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

Name and Title FOR

Twyla J. Thompson, Chairman
Yolo County Board of Supervisors

OCT 2 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 1980,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Woodland Joint Unified School
District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

5 2. The Woodland Joint Unified School District is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
- 14 (b) Signature Sheet.
- 15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678 and
16 679
- 17 (d) Code of Federal Regulations - 41 CFR Part 29-70
- 18 (e) Code of Federal Regulations - 5 CFR Part 900
- 19 (f) CFR Assurances and Certifications
- 20 (g) Exhibit A - CETA Affirmative Action Plan
- 21 (h) Statement of work to be performed
- 22 (i) Operation Budget
- 23 (j) Enrollment and Termination Plan
- 24 (k) Non-financial Agreement
- 25 (l)
- 26 (m)
- 27 (n)
- 28 (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$ 8,168, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

subgrant, including the Budget Schedules attached hereto.

(3) To the extent permitted by the federal government, the County Administrative Officer or his designee may approve an advance of working capital to SUBGRANTEE. Application for advance system of payment shall be made in writing to PRIME SPONSOR by SUBGRANTEE. The application shall set forth the basis to be used to arrive at the amount of the advance. Repayment shall be offset against amounts payable on monthly claims. The terms of repayment may be modified by written order of the County Administrative Officer or his designee. Upon termination of this subgrant any unpaid advances shall be offset against any remaining payments to SUBGRANTEE. Any advances exceeding remaining payments shall be repaid to PRIME SPONSOR immediately.

(c) Reasonable and necessary costs shall be determined by PRIME SPONSOR in accordance with the requirements of the United States Department of Labor regulations and the United States General Services Administration Federal Management Circular 74-4, United States Office of Management and Budget Circular A-102, and any additional requirements or procedures established by PRIME SPONSOR.

(d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to PRIME SPONSOR by the Department of Labor.

- 1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all otherpertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

shall be maintained for each participant for a period of five (5) years from the date of enrollment into the program.

If, prior to the expiration of the required retention period, any litigation or audit is begun or a claim is instituted involving the records, SUBGRANTEE shall retain the records beyond the retention period until the litigation, audit findings, or audit findings, or claim has been finally resolved.

(c) Accounting by SUBGRANTEE

SUBGRANTEE shall establish and maintain at all times, on a current basis in conjunction with the Program, an adequate accrual system of accounting covering all costs, items and expenditures with respect to the Program, in accordance with generally accepted accounting principles and standards, and in accordance with requirements of the general government and any PRIME SPONSOR requirements as set forth in the "Subgrantees' Fiscal Activities Manual." Except in a case where a fixed unit cost for reimbursement is specified in this SUBGRANT as the method for reimbursement.

(d) Examination of Records and Facilities

At any time during normal business hours, PRIME SPONSOR and/or United States Federal Department of Labor or any of their duly authorized representatives thereof, shall until expiration of three (3) years after final payment under this SUBGRANT, or any longer period as required by applicable law, have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 setoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

- (a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- (b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.
- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

income on forms which indicate balance of program income carried forward, program income of report quarter, expenditures of program income, and quarter end balance.

(d) Income which remains unexpended beyond the applicable time periods set forth in parts (a) and (b) of this section shall be returned to the PRIME SPONSOR.

16. Contingent Fee

SUBGRANTEE warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant the PRIME SPONSOR shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

17. Laws

SUBGRANTEE shall comply with all the applicable laws, decisions, statutes, regulations and ordinances of the United States, the State of California, and local governments, and as they are amended during the term of this agreement.

18. Copyrights and Rights in Data

Where activities supported by this SUBGRANT produce original computer programs, writing sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), PRIME SPONSOR and/or the United States Federal Department of Labor reserve the right to use, duplicate, and disclose the same, in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."

7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."

14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.
28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clean Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-352.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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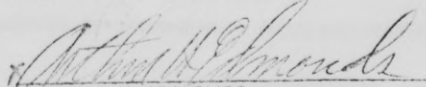
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COUNTY OF YOLO, PRIME SPONSOR


ARTHUR H. EDMONDS
(Signature of Authorized Officer)

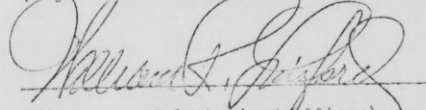
FOR

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

(Legal Name of SUBGRANTEE)


(Signature of Authorized Officer)

11-4 19 80

SUPERINTENDENT

(Date)

(Title of Authorized Officer)

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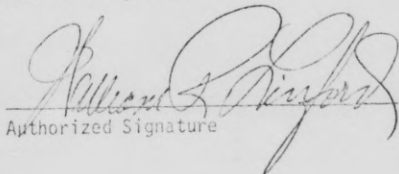
FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679; 41 CFR, Part 20-70; and, 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 29-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

Name of Subgrantee


Authorized Signature

11-4-80
Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:

- a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
- b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular, 74-4; and Office of Management and Budget Circular A-102.
- c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
- d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
- e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
- f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
 - l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
- a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

(Legal Name of SUBGRANTEE)

(Date)

11-4 1980

(Signature of Authorized Officer)

SUPERINTENDENT

(Title of Authorized Officer)

EXHIBIT A

CETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO

EMPLOYMENT AND TRAINING ADMINISTRATION

Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de esta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibor la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

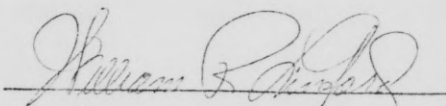
Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, WILLIAM LINFORD, AM RESPONSIBLE FOR
WOODLAND JOINT UNIFIED SCHOOL DISTRICT AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.


SIGNATURE OF THE PERSON RESPONSIBLE

CONTRACT NARRATIVE

WOODLAND JOINT UNIFIED SCHOOL DISTRICT IN-SCHOOL YOUTH PROGRAM

The program presented here is designed to provide economically disadvantaged youth with basic jobs skills, career planning techniques, and job seeking skills. It is for youth who have had minimal previous work experience or none at all and who have not had an opportunity to develop those desirable work characteristics that are fundamental to all employment. At the same time, emphasis will also be placed on attempting to help the participants begin to plan for their future careers and to provide them with techniques for finding and securing employment.

The target group, in addition to economically disadvantaged, will be from 16-18 years of age and students in the WJUSD.

The program will provide two hours per day employment during the school year. At the end of the school year, students will be transitioned into the Summer Youth program operated by the Yolo County Manpower. In September, 1981, the students will be returned to the In-school program. All work sites will be in the public sector or with private non-profit organizations.

PROGRAM ACTIVITIES

The basic program activity will be work experience; however, during the first month of program operation and at least once per month thereafter students will be required to attend specially designed workshops. During the first month the workshops will be designed to provide the participants with an opportunity to do some career exploring and planning. This will

consist of 6-8 two hour programs. Following this series will be a second series of workshops, again 6-8 two hour sessions, designed to provide participants with "job seeking" skills such as "where to look for a job," "how to apply", "the application blank", "interviews", etc.

By the middle of November, 1980, the workshop activity will be completed and participants will have been placed in their "work experience" positions. For the balance of the school year the scheduled workshops will deal with job-related activities--such as human relations, and other topics such as income tax preparation, money management, etc.

Participants will have an opportunity to earn academic credit for work shop attendance at the rate of one unit of credit for each 18 hours of successful participation. These units will be on a pass/fail grade basis. Students who enroll themselves in Work Experience and comply with all Work Experience regulations can receive 5 units of credit per semester for participation in the program in addition to the workshop credit.

COORDINATION AND LINKAGES

The first and most important linkage is with Yolo County Manpower in the form of recruitment and certification of participants and the development of the Participant's Employability Plan. At the end of the school year another carefully coordinated linkage will be the transitioning of the participants into the Summer Youth Program. During the course of the program linkages will be developed with public agencies for employment and supervision of participants. Within the school coordination and linkage will be involved with the Career Center and Work Experience to provide services and enable participants to earn credit for program participation.

PARENTAL PARTICIPATION

At the time a prospective participant is accepted into the program, a communication will be sent to the parent explaining the program, their child's involvement, and the responsibilities of parents and child as a result of this participation. In addition, an agreement to participate form will be developed requiring the participant's signature, parent's signature, and the coordinator's signature. This document will set forth responsibilities and duties of each signed party. A third planned parental involvement will be a home visit by the program's youth supervisor. This visit will take place during the second semester, preceding any scheduled pre-registration for the high school. The purpose of the visit will be to 1) make a personal contract between the school and the home; 2) provide information to the participant's parents regarding graduation requirements, etc; 3) provide information to parents regarding vocational training programs available to participants; and 4) explain the summer youth program and the child's transition into the program.

FINANCIAL RESPONSIBILITY

Financial responsibility resulting from certification of participants and payroll responsibilities for participants is assumed by the prime sponsor.

ACTIVITIES AND TIMELINES

[illegible]

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
500 F Street, Woodland, California 95695

CETA OPERATING BUDGET

TITLE: II B

CONTRACT NO. _____

☐ ORIGINAL

☐ REVISION NO. _____

DATE September 12, 1980

Subgrantee Name and Address:

Contact Person: Clancy Duppong

WJUSD - Woodland High School

Phone 662-4678

21 North West Street

Period: From Oct. 1, 80 To Sept. 30, 81

Woodland, California 95695

Program Name: Woodland YETP

MONTH	ACTIVITY							TOTAL
	ADMIN.	CRT	OJT	WEX	SERVICE	PSE	CEEX	
OCT.	144.51			672.81				817.32
NOV.	344.51			494.81				839.32
DEC.	144.51			494.81				639.32
JAN.	144.51			583.81				728.32
FEB.	144.51			583.81				728.32
MAR.	144.51			494.81				639.32
APR.	144.51			561.81				706.32
MAY	144.51			561.81				706.32
JUNE	131.81			489.25				621.06
JULY	-0-			489.25				489.25
AUG.	124.51			489.25				613.76
SEPT.	144.60			494.77				639.37
TOTAL	1757.00			6,411.00				8168.00

MONTH	COST CATEGORY							TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	WORKSITE SUPV.	
OCT.	144.51					672.81		817.32
NOV.	344.51					494.81		839.32
DEC.	144.51					494.81		639.32
JAN.	144.51					583.81		728.32
FEB.	144.51					583.81		728.32
MAR.	144.51					494.81		639.32
APR.	144.51					561.81		706.32
MAY	144.51					561.81		706.32
JUNE	131.81					489.25		621.06
JULY	-0-					489.25		489.25
AUG.	124.51					489.25		613.76
SEPT.	144.60					494.77		639.37
TOTAL	1757.00					6411.00		8168.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL INTENDED OUTLAYS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

WILLIAM LINFORD
SUPERINTENDENT

For CETA Approval Only:

Name and Title of Authorized Official

Shanna Thomas
Fiscal Officer

9-24-80
Date

Signature

Louise L. Duppong
CETA Director

9-24-80
Date

SUBGRANTEE'S NAME AND ADDRESS

Woodland Joint Unified School District

21 North West Street

Woodland, CA 95695

OPERATING BUDGET

CONTRACT NO. _____

ADMINISTRATION	TOTAL	OCT	NOV	DEC	JAN
INDIRECT COST	200.00	20.00	20.00	20.00	20.00
SALARIES & WAGES	1028.00	93.45	93.45	93.45	93.45
FRINGE BENEFITS	202.00	18.36	18.36	18.36	18.36
FICA					
Workers' Compensation					
Retirement					
Health & Life Insurance					
Unemployment Compensation Insurance					
TRAVEL/TRAINING	50.00				
Mileage Reimbursement		5.00	5.00	5.00	5.00
Out-of-Town Travel/Training					
CONSULTANT & PROFESSIONAL SERVICES					
Bookkeeping					
Legal					
Program Technical Assistance					
SPACE COST					
Rental of Land & Buildings					
Utilities					
Janitorial Services					
Repairs to Buildings					
CONSUMABLE SUPPLIES	25.00				
Office Supplies		2.50	2.50	2.50	2.50
Cleaning & Janitorial Supplies					
COMMUNICATION COST	52.00				
Telephone & Telegraph		5.20	5.20	5.20	5.20
Postage					
OTHER COST					
Photocopy & Xerox					
Rental - Office Equipment					
Maintenance & Repair - Equipment					
Fiduciary & General Insurance					
EQUIPMENT	200.00				
Office Equipment			200.00		
Office Furniture & Fixtures					
TOTAL	1757.00	144.51	344.51	144.51	144.51

SUBGRANTEE'S NAME AND ADDRESS

WJUSD - Woodland High School

21 North West Street

Woodland, California 95695

OPERATING BUDGET

CONTRACT NO.

FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
20.00	20.00	20.00	20.00	20.00			20.00
93.45	93.45	93.45	93.45	93.45		93.45	93.50
18.36	18.36	18.36	18.36	18/36		18.36	18.40
5.00	5.00	5.00	5.00			5.00	5.00
2.50	2.50	2.50	2.50			2.50	2.50
144.51	144.51	144.51	144.51	131.81	-o-	124.51	144.60

SUBGRANTEE'S NAME AND ADDRESS

WJUSD - Woodland High School

21 North West Street

Woodland, California 95695

OPERATING BUDGET

CONTRACT NO. _____

WORK EXPERIENCE	TOTAL	OCT	NOV	DEC	JAN
PARTICIPANT WAGES					
FRINGE BENEFITS					
F.I.C.A.					
Workers' Compensation Insurance					
Other					
TRAINING					
Staff Salaries					
Staff Fringe Benefits					
Staff Travel					
Special Program Technical Assistance					
Subcontractor Training Cost					
Classroom Space Cost					
Supplies					
Telephone					
Books & Educational Aids					
Tuition & Entrance Fees					
Rental - Equipment					
Office Equipment					
Training Equipment					
Unclassified Training Cost					
SERVICES	6411.00	672.81	494.81	494.81	583.81
Staff Salaries	4490.00	511.33	333.33	333.33	422.33
Staff Fringe Benefits	1721.00	143.42	143.42	143.42	143.42
Staff Travel	150.00	12.50	12.50	12.50	12.50
Special Program Technical Assistance					
Space Cost					
Supplies	50.00	5.56	5.56	5.56	5.56
Telephone					
Transportation					
Child Care					
Medical Assistance					
Rent Assistance					
Bonding Assistance					
Rental Equipment					
Office Equipment					
Unclassified Services Cost					
WORKSITE SUPERVISION (YCCIP ONLY)					
Staff Salaries					
Staff Fringe					
Staff Travel					
Special Program Technical Assistance					
Space Cost					
Supplies					
Telephone					
Rental Equipment					
Office Equipment					
Unclassified Supervision Cost					
TOTAL - WORK EXPERIENCE	6411.00	672.81	494.81	494.81	583.81

SUBGRANTEE'S NAME AND ADDRESS

WJUSD - Woodland High School

21 North West Street

Woodland, California 95695

OPERATING BUDGET

CONTRACT NO.

[illegible]

SUBGRANTEE NAME AND ADDRESS

WJUSD - Woodland High School

21 North West Street

Woodland, California 95695

PHONE _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGET

Equipment Schedule

Period From Oct.1,80 To Sept.30,81

Contract No. _____

OFFICE FURNITURE AND FIXTURES

QUAN.	DESCRIPTION	USAGE	UNIT COST	TOTAL
1	Electric Typewriter (used)	Youth Supervisor Clerical Aide	200.00	200.00
	TOTAL			200.00

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

CETA OPERATING BUDGETING

Travel Schedule

Period From Oct.1,80 To Sept.30,81

Contract No.

	MILEAGE			REIMBURSEMENT		OUT OF TOWN (ADMIN.)			TOTAL	
POSITION OF TRAVELING STAFF	MILES PER WEEK	NO. OF WKS.	COST PER MILE	TOTAL		PROJ. NO. OF TRIPS	COST PER TRIP	TOTAL	ADMIN.	NON-ADMIN.
				ADMIN.	NON-ADMIN.					
Youth Supervisor	21	36	\$.20		150.00					150.00
Co-ordinator	7	36	.20	50.00					50.00	
							</			

Phone 662-4678

Period From Oct. 1, 80 To Sept. 30, 81

Title/Subtitle IIB

POSITION/TITLE	MONTH. SALARY RATE	% OF TIME	NO. OF MOS.	AMOUNT	VACA- TION	TOTAL AMOUNT			DISTRIBUTION OF NON-ADMINISTRATION COST				
						TOTAL	ADMIN.	NON- ADMIN.	CLASS. TRNG.	OJT.	WORK EXP.	SERVICE /CLIENT	OTHER ACT.
Youth Specialist	1000.00	1/3	12	4000.00		4000.00		4000.00			4000.00		
Secretary	745.00	1/8	11	1028.00		1028.00	1028.00						
Instructors	N/A	N/A	N/A	490.00		490.00		490.00				490.00	
				TOTAL		5518.00		5518.00	1028.00	4490.00			4000.00 490.00

Title II B

[illegible]

Title II B

[illegible]

NON-FINANCIAL AGREEMENT

Title IIB In-school Youth Program

The Yolo County Manpower Division agrees to make all direct payments to participants in the Woodland Joint Unified School District's IIB In-school Youth Program. These payments, which include all participant wages, allowances, workers' compensation, and applicable FICA payments, shall constitute the non-financial portion of this Agreement for a Title IIB program. The maximum payable to participants under this Agreement is \$21,026. The financial portion of this Agreement, which is that amount of funds subgranted to the Woodland Joint Unified School District is \$ 8,168. The total available to Woodland Joint Unified School District and its Title IIB In-school Program is therefore \$ 29,194.

COUNTY OF YOLO, PRIME SPONSOR

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

(Legal Name of Subgrantee)

Arthur W. Edwards
(Signature of Authorized Officer)

FOR

William R. Linford
(Signature of Authorized Officer)

Chairman, Yolo County
Board of Supervisors
(Title of Authorized Officer)

SUPERINTENDENT
(Title of Authorized Officer)

11-4-80
(Date)

OCT 2 1980
(Date)

82
69

Agreement 80-353

rescinded

BK

YOLO COUNTY AGREEMENT NO. 80-354

JOINT POWERS AGREEMENT
of the
SACRAMENTO AREA COUNCIL OF GOVERNMENTS

THIS AGREEMENT is entered into by and between the Counties of Sacramento, Sutter, Yolo and Yuba, and the Cities of Davis, Folsom, Galt, Isleton, Lincoln, Live Oak, Marysville, Rocklin, Roseville, Sacramento, Wheatland, Winters, Woodland and Yuba City ("Member Cities and Counties"). The member cities and counties agree as follows:

ARTICLE I
ESTABLISHMENT

Section 1. Establishment of the Sacramento Area
Council of Governments

There is hereby created an organization known and denominated as the Sacramento Area Council of Governments which shall be a public entity, separate and apart from any member city or county. The Sacramento Area Council of Governments shall be governed by the terms of this Joint Powers Agreement and the Rules, duly passed and adopted by the Board.

ARTICLE II
AUTHORITY AND DEFINITIONS

Section 20. Authority

This Agreement is entered into pursuant to the authority in Title 1, Division 7, Chapter 5 of the

Government Code (commencing with Section 6500 et seq.) of the State of California.

Section 21. Definitions

The following words or terms shall have the meaning ascribed to them within this Section unless the content of their use dictates otherwise:

a. "Area" means the territory lying within the Counties of Sacramento, Sutter, Yolo and Yuba, and within the city limits of the Cities of Lincoln, Rocklin and Roseville and such additional territory as may be added from time to time pursuant to Section 40(b).

b. "Board" means the Board of Directors of the Sacramento Area Council of Governments.

c. "Council" means the Sacramento Area Council of Governments.

d. "Director" means a member of the Board of Directors.

e. "Eligible city or county" means the Counties of Sacramento, Sutter, Yolo and Yuba, and the Cities of Davis, Folsom, Galt, Isleton, Lincoln, Live Oak, Marysville, Rocklin, Roseville, Sacramento, Wheatland, Winters, Woodland and Yuba City.

f. "Fiscal Year" means July 1st through June 30th.

g. "Member city or county" means a city or county which pursuant to this Agreement has become a member of the Sacramento Area Council of Governments.

h. "Population" means, in the years of a national census, the population as determined by the census, or if the national census information is not available, the population as determined by the State

Department of Finance. In all other years, the population means the population as determined by the State Department of Finance in making the most recent allocation to counties and cities pursuant to the Vehicle License Fee law. The population of a member county does not include the population of any city within that county.

ARTICLE III PURPOSE

Section 30. Purpose

The member cities and counties have joined together to establish the Council for the following reasons:

- a. A number of problems and issues within the area are either areawide in nature or have areawide aspects or implications such as, but not limited to, transportation, air quality, water quality, land use, housing and employment.
- b. There is a demonstrated need for the establishment of an organization of cities and counties within the area to provide a forum for the discussion and study of areawide problems of mutual interest and concern to the cities and counties and to facilitate the development of policies and action recommendations for the solution of such problems.
- c. The member cities and counties wish to create an areawide organization which will independently review and make comments to the member cities and counties regarding projects which receive federal or state funding.
- d. The member cities and counties believe that an areawide planning organization, governed solely by elected officials from the member cities and counties,

with a staff independent of any member city or county, is best suited for this areawide planning and review.

e. Member cities and counties working together through this organization can exercise initiative, leadership and responsibility for solving areawide problems.

f. Member cities and counties share common areawide problems and issues and, at the same time, have different needs and priorities and are affected in different ways by these common areawide problems and issues. The resources of the Council should be allocated in such a manner so that the needs of any portion of the area are not ignored, recognizing, however, that resources are limited and that not all needs can be met, nor all portions of the area assisted equally at any one time.

ARTICLE IV ORGANIZATION

Section 40. Membership

a. An eligible city and county may become a member of the Council by submitting a resolution adopted by its governing body authorizing the membership of such city or county and the execution of this Agreement.

b. A city or county not within the area may petition to become a member of the Council by submitting to the Board a resolution adopted by its governing body. The Board shall review the petition for membership and shall prepare recommended amendments to this Agreement regarding the proposed additional member. The Board shall vote to approve or disapprove the petition, together with the recommended

amendments to this Agreement. If the petition and the recommended amendments are approved, the Board shall submit the amendments to each member city and county. A city or county shall only become a member of the Council after such amendments have been approved by at least three-quarters (3/4) of the governing bodies of member counties and three-quarters (3/4) of the governing bodies of member cities.

Section 41. Withdrawal from Membership

Any member city or county may, at any time, withdraw from the Council. The withdrawal of a member city or county shall become effective ninety (90) days after a resolution adopted by its governing body which authorizes withdrawal is received by the Secretary of the Board. A city or county which withdraws shall not be entitled to the return of any assessments paid to the Council pursuant to Section 80 unless said resolution authorizing withdrawal is received by the Secretary of the Board prior to July 1st of the fiscal year for which the assessment was paid.

Section 42. Successor Agency

The Council is hereby designated the successor in interest to all remaining obligations, powers, duties, responsibilities, benefits and interests of any sort, including, but not limited to, any rights, title and interest in real and personal property, of the Sacramento Regional Area Planning Commission.

ARTICLE V BOARD OF DIRECTORS

Section 50. Board of Directors and Voting

All powers of the Council shall be exercised by the Board of Directors. The Board shall be composed of

ten (10), eleven (11), twelve (12) or thirteen (13) directors as follows:

a. Each member county, except Sacramento County, is entitled to one (1) director who shall be a Supervisor of said county and who shall be appointed by the Board of Supervisors of said county. Each such director shall have one (1) vote.

b. The Board of Supervisors of Sacramento County shall appoint one (1) director who shall be a Supervisor and who shall have three (3) votes. As alternatives the Board of Supervisors may appoint two (2) directors each of whom shall be a Supervisor and each of whom shall have one and one-half (1-1/2) votes or three (3) directors each of whom shall be a Supervisor and each of whom shall have one (1) vote.

c. The City Council of the City of Sacramento shall appoint one (1) director who shall be either the Mayor or a member of the City Council, and who shall have two (2) votes. In the alternative, the City may appoint two (2) directors each of whom shall be either the Mayor or a member of the City Council and each of whom shall have one (1) vote.

d. The Cities of Galt, Folsom and Isleton, collectively, shall be entitled to one (1) director who shall be either a mayor or a city council member of one (1) of said cities and who shall be appointed by a selection committee composed of the mayors of the three (3) cities. Said director shall have one (1) vote.

e. The Cities of Lincoln, Rocklin and Roseville, collectively, are entitled to one (1) director who shall be either a mayor or a council member of one (1) of said cities and who shall be appointed by a selection committee composed of the

mayors of the three (3) cities. Said director shall have one (1) vote.

f. The member cities within a county other than Sacramento County or Placer County shall be entitled to one (1) director from each county who shall be a council member of one (1) of said cities and who shall be appointed by a selection committee composed of the mayors of the member cities within the county. Each such director shall have one (1) vote.

Section 51. Terms and Board Membership

Except as is herein provided for initial terms and as provided in Section 52 for the terms of directors filling vacancies, the terms of the directors shall be for four (4) years.

To provide continuity, the persons who represented member cities or counties on the Sacramento Regional Area Planning Commission at the time of its termination shall become the first director representing said member cities or counties unless replaced by said member cities or counties. The initial term of said director shall be identical to the term of said director as a member of the Sacramento Regional Area Planning Commission and shall expire on the date when such term would have expired.

The length of the initial term of all other directors shall be established as provided in the Rules.

Section 52. Vacancies and Removal

If a person who has been appointed as a director ceases to serve as a supervisor, mayor or city council member, he shall no longer serve on the Board. Any director may be removed by a majority vote of the appointing authority. A vacancy shall be filled in the same manner as the original appointment, and the successor shall serve the unexpired term of the predecessor.

If, pursuant to subsections d., e. and f. of Section 50, a selection committee fails to select a director within ninety (90) days after a vacancy or other membership entitlement occurs, the Board of Supervisors of the County in which the cities are located is empowered to appoint a director. The Board of Supervisors shall give notice to all of the member cities that if a director is not selected within the next succeeding thirty (30) days, the Board of Supervisors shall select the director. The appointee of the Board of Supervisors shall be a mayor or member of a city council. This paragraph shall not be applicable in cases where there is only one participating city in the county or where the county is not participating.

Section 53. Alternate Directors

Each city, county or mayors' selection committee which is entitled to appoint a director pursuant to subsections a. through f. of Section 50 shall be entitled to appoint one alternate director for each director so appointed. An alternate director shall be a councilmember, mayor or supervisor of the appointing city or county or, if appointed by a mayors' selection committee, a councilmember or mayor of a member city.

The terms, manner of appointment and removal, and the filling of vacancies of alternate directors, shall be governed by the provisions of Sections 50, 51 and 52, except that the second paragraph of Section 52 shall not apply.

Alternate directors shall receive all meeting notices and written material sent to directors and shall have the right to participate and vote at meetings of the Board in the absence of the director for whom the alternate director serves.

All provisions of law relating to conflicts of interest that apply to a director shall apply to an alternate director.

An alternate director shall be entitled to receive expenses reasonably and necessarily incurred in the conduct of the business of the Council in the same manner and method as a director. However, if a director and an alternate attend a meeting, only the director shall be entitled to such a payment or reimbursement.

Section 53.5 Official Representatives

The City Council of each member city that does not have a council member serving as a director may appoint an official representative from among its own members. Such official representative shall receive all meeting notices and written material sent to directors, shall have the right to participate in Board discussions, and the right to place matters on the agenda, but shall have no vote.

Section 54. Officers

a. Chairman. The Chairman of the Board shall be elected annually at the first regular meeting in each calendar year. Any director may be authorized to represent the Board upon approval by the Chairman.

b. Vice-Chairman: The Vice-Chairman of the Board shall be elected annually at the first regular meeting in each calendar year. He will have all the powers and act in the place of the Chairman in his absence.

c. Secretary: The Executive Director shall serve as Secretary. The Secretary will keep a public record of the Board's resolutions, transactions, findings and determinations, and prepare minutes of every meeting.

Section 55. Quorum

A majority of the directors shall constitute a quorum for acting on the business of the Board. If the Board consists of an even number of directors, a majority shall be one more than half the number of directors on the Board.

Section 56. Votes Required

a. Federal or State mandated plans or standards which establish requirements which member cities or counties must implement or meet in order to avoid sanctions or qualify for funds shall only be adopted after receiving the affirmative vote of at least two-thirds ($2/3$) of the total votes of the Board and after receiving the approval of at least two-thirds ($2/3$) of the governing bodies of member cities and two-thirds ($2/3$) of the governing bodies of member counties which are affected by such plan or standard. Such mandated plans or standards requiring approval pursuant to this subsection shall be identified by rule by the Board.

b. In all matters pertaining to the adoption or amendment of areawide plans and programs, the Board's action shall require the affirmative vote of at least two-thirds ($2/3$) of the total votes of the Board. Should a plan adopted by the Board pursuant to this subsection subsequently become mandatory by Federal or State law, ratification of such plan shall be required in the manner provided in subsection a. of this section.

c. On all other matters, the action of the Board shall require either six (6) votes or the majority of the votes cast by directors present and voting at a meeting at which a quorum is present whichever is the higher.

d. A half vote cast by a director shall not be counted as a full vote.

Section 57. Subarea Voting on Transportation and Air Quality Issues

a. For the purposes of this Section, the area within the jurisdiction of the Council shall be comprised of two subareas: the Sutter-Yuba subarea and the Sacramento subarea. The Sutter-Yuba subarea shall mean the territory lying within Sutter and Yuba Counties and the member cities within those two counties. The Sacramento subarea shall mean the territory lying within the remaining member cities and counties.

b. Unless prohibited by federal or state law, the Board may determine, by a majority vote in accord with subsection c. of Section 56, that a transportation or air quality plan, program or issue affects only one subarea and that action upon such plan, program or issue should be made only by the directors representing that subarea.

c. If the Board determines that a transportation or air quality plan, program or issue affects only a subarea pursuant to subsection b., action upon the plan, program or issue shall be voted upon only by the directors who represent member cities and counties within the subarea. The provisions of Sections 55 and 56 shall be applicable to actions taken by directors from the subarea, except that the phrase "the Board," as used in those Sections, shall be deemed to be the total number of directors representing member cities and counties within the appropriate subarea. Actions by the directors of the subarea shall be deemed to be actions of the Board.

Section 57.5 Meetings

a. Regular Meetings. Regular meetings of the Board shall be held monthly. The By-laws of the Board shall provide for the notice, time and place of the regular meetings.

b. Special Meetings. Special meetings may be called by the Chairman or any five members of the Board.

c. Brown Act. All meetings shall be called and conducted in accordance with the Ralph M. Brown Act (commencing with Section 54950 of the Government Code).

Section 58. Rules

The Board may adopt from time to time, by the affirmative vote of at least two-thirds (2/3) of the total votes of the Board, Rules for the conduct of its meetings and the operation of the Council. Copies of such Rules shall be maintained by the Secretary, and copies thereof shall be filed with each member city and county. Written notice of a proposed rule amendment shall be sent to each director and member city and county at least three (3) weeks prior to the vote by the Board on the proposed rule amendment. Such Rules shall be consistent with the provisions of this Agreement, and in the event of any conflict between the provisions of the Rules and the provisions of this Agreement, the provisions of this Agreement shall control.

Section 59. Executive Director

The Board shall appoint an Executive Director who shall serve at the pleasure of the Board. The Executive Director shall be the Chief Executive Officer of the Council and shall have such duties as may be prescribed by the Board. The Executive Director shall employ such other

staff members as necessary to accomplish the Council's program, consistent with the annual budget, personnel rules, position plan and salary plan. The Executive Director shall be responsible for all projects and property of the Council and shall file with the Treasurer of the Council, as required by the Board, an official bond in an amount to be determined by said Board, guaranteeing the faithful performance of his duties.

Section 59.5 Work Program Report

Prior to the adoption of a Final Work Program for each fiscal year, the Executive Director shall report to each member city or county on the work program of the preceding year with emphasis on those portions which have affected the applicable member city or county by addressing either local needs or an areawide need of local interest. Each member city or county shall have an opportunity to comment and identify problems, issues and needs which the member city or county determines have not been addressed and which should be considered for inclusion in future work programs and funding allocations. The comments of each member city and county shall be transmitted to and considered by the Board prior to the adoption of the Final Work Program.

ARTICLE VI FUNCTIONS

Section 60. Functions

The functions of the Council shall include, but not be limited to:

- a. Identify, study and recommend solutions to areawide problems through the development of comprehensive areawide plans and action programs. Such

plans and programs shall be developed in close consultation with each member city and county and will include:

- (1) Transportation planning and administration of funds;
- (2) Housing planning;
- (3) Water quality planning;
- (4) Land use planning; and
- (5) Air quality planning.

b. Serve as the regional, area-wide or umbrella multi-jurisdictional organization which may be required by state or federal law or regulation so that local governments can continue to qualify for state or federal funds and programs and to serve as the designated organization to review and comment on local applications for federal or state funds or programs when required by law or regulation.

c. Provide assistance to member cities and counties; to collect, analyze and disseminate information which will be of value to member cities and counties, including Federal census data and information on state and federal aid programs and provide technical assistance as may be requested by member cities and counties.

d. Represent the area before state and federal governments, vigorously express to state and federal agencies the local government point of view on area-wide problems, issues and needs, and in this representation, strengthen the effectiveness of local government.

e. Serve as the Airport Land Use Commission for each member county.

ARTICLE VII POWERS

Section 70. General Powers

The Council shall have such powers as may be necessary for the accomplishment of the purpose and functions of this Agreement, including, but not limited to, the power in its own name to make and enter into contracts; to employ agents and employees under an adopted personnel system; to provide for employee retirement, health and welfare benefits; to acquire, hold and dispose of property, both real and personal; to sue and be sued in its own name; to hire legal counsel and to incur debts, liabilities or obligations. The debts, liabilities and obligations of the Council shall not constitute any debts, liabilities or obligations of any member city or county, nor include any debts, liabilities or obligations of its predecessor, the Sacramento Regional Area Planning Commission, unless expressly authorized by the Board. The Council may accept grants, gifts, donations and other monies made in the public interest to carry out the purposes and functions as provided in this Agreement. To the extent budgeted and as provided by rule, the Board is authorized to pay expenses reasonably and necessarily incurred in the conduct of business, including travel expenses to attend meetings and conferences relating to the business of the Council.

Section 71. Limitations

Pursuant to Government Code Section 6509, the powers of the Council are subject to the restrictions upon the manner of exercising such powers of one of the designated member cities or counties. For such purpose, the City of Sacramento is hereby designated, except as to the manner of

exercising powers which relate to the employment of personnel and as to those powers, the County of Yuba is hereby designated.

ARTICLE VIII FINANCIAL

Section 80. Assessments

Contributions, in the form of assessments, shall be made annually by member cities and counties. Each year, not later than April 1st, the Board shall fix membership assessments for each member city and county in amounts sufficient to provide the funds necessary to carry out the functions of the Council. The annual assessment for each member city and county shall be based on population. Each member city or county's share shall be determined by the ratio of the population within the member city or county's jurisdiction to the total population within the area.

Section 81. Budget

Prior to July 1st of each fiscal year, the Board shall adopt a preliminary budget. Prior to September 1st of each fiscal year, the Board shall adopt a final budget.

Section 82. Treasury

The Treasury of the County of Sacramento shall be the depository of funds of the Council and the Treasurer of the County of Sacramento shall be the ex officio Treasurer of the Council. The Auditor of the County of Sacramento shall be the ex officio Auditor of the Council and shall draw warrants against the funds of the Council in the treasury when the demands are approved by the Executive Director or his designee. The Auditor and Treasurer shall comply with all duties imposed under Article 1, Chapter 5, Division 7,

Title I of the Government Code, commencing with Section 6500. The County of Sacramento may determine reasonable charges to be made against the Council for the services of the Treasurer and the Auditor. At the close of each fiscal year, as provided in Government Code, Section 6505, the Auditor of Sacramento County shall make an audit. In the alternative, the Board may contract with a public accountant or certified public accountant to make an audit of the accounts and reports of the Council.

Section 83. Funds

The Treasurer of the Council shall receive and have the custody of and disburse Council funds on the warrant of the Auditor and shall make disbursements required by this Agreement. The Treasurer of the Council shall invest Council funds in accordance with the general law. All interest collected on Council funds shall be accounted for and posted to the account of said funds.

Section 84. Accounts and Reports

The Auditor of the Council shall establish and maintain such funds and accounts as is deemed necessary to account for and report on receipts and disbursements. The Council shall keep such additional records and accounts which are deemed necessary to account for and report on the various sources of funds, expenditures, grants, programs and projects and, as may be required by good accounting practice, the State Controller or the United States Government. The books and records of the Council shall be open to inspection at all reasonable times by representatives of the member cities and counties.

ARTICLE IX
DURATION, DISPOSITION AND AMENDMENT

Section 90. Effectiveness

This Agreement shall be effective and the Council shall be established on January 15, 1981, upon the adoption of this Agreement by three-fourths (3/4) of the governing bodies of the eligible counties and three-fourths (3/4) of the governing bodies of the eligible cities.

Section 91. Duration

This Agreement shall continue in effect until it is rescinded or terminated; provided that the withdrawal from membership in the Council by any city or county shall not operate to terminate this Agreement.

Section 92. Disposition of Assets Upon Termination

Upon termination of this Agreement, any money or assets in possession of the Council after payment of all liabilities, costs, expenses and charges validly incurred pursuant to this Agreement shall be returned to the member cities and counties in proportion to their contributions determined as of the date of termination.

Section 93. Amendment

This Agreement shall be amended in the same manner as its adoption.

IN WITNESS WHEREOF, each of the following member cities and counties have caused this Joint Powers Agreement to be executed by having affixed thereto the signatures of

the agent of said city and county authorized therefor by resolution of the governing body of said city and county.

CITY OF DAVIS

By _____
Mayor

CITY OF FOLSOM

By _____
Mayor

CITY OF GALT

By _____
Mayor

CITY OF ISLETON

By _____
Mayor

CITY OF LINCOLN

By _____
Mayor

CITY OF LIVE OAK

By _____
Mayor

CITY OF MARYSVILLE

By _____
Mayor

CITY OF ROCKLIN

By _____
Mayor

CITY OF ROSEVILLE

By _____
Mayor

COUNTY OF SACRAMENTO

By _____
Chairman

COUNTY OF SUTTER

By _____
Chairman

COUNTY OF YOLO

By *Arthur H. Edwards*
VICE Chairman

COUNTY OF YUBA

By _____
Chairman

CITY OF SACRAMENTO

By _____
Mayor

CITY OF WHEATLAND

By _____
Mayor

CITY OF WINTERS

By _____
Mayor

CITY OF WOODLAND

By _____
Mayor

CITY OF YUBA CITY

By _____
Mayor

FILED

BK

SEP 30 1980

AGREEMENT NO. 80-355

LEASE

PETRO MICHAEL, Clerk

By Jan Green

1 DEPUTY THIS LEASE made and entered into this 30th day of September, 1980,
2 by and between YOLO COUNTY, a political subdivision, hereinafter called LANDLORD,
3 and the BATTERED WOMEN'S CENTER OF YOLO COUNTY, hereinafter called TENANT.

4 WITNESSETH:

5 1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT hereby hires on
6 the terms and conditions hereinafter set forth those certain premises situated
7 in Broderick, California, County of Yolo, known as 550 "C" Street.

8 2. TERM. The term of the lease shall commence on October 1, 1980 and expire
9 on August 31, 1981.

10 3. RENT. TENANT shall pay the sum of ONE DOLLAR (\$1) to LANDLORD for the term
11 of the lease.

12 4. USE. The premises shall be used and occupied only for the purpose of
13 Battered Women's Center of Yolo County.

14 5. UTILITIES. TENANT shall pay all charges for utilities used on the leased
15 premises during the lease term.

16 6. REPAIRS AND ALTERATIONS.

17
18 A. LANDLORD agrees to maintain the roof and outside walls. TENANT agrees
19 to pay for all regular and periodic maintenance costs of the heating and
20 air conditioning to a maximum of \$100. LANDLORD shall pay for that
21 portion of the cost of any repairs to the heating and air conditioning
22 system exceeding \$100. TENANT shall pay for any plumbing repairs
23 occasioned as a result of TENANT's occupancy, as well as all interior
24 painting and other repairs to the interior of the premises.

25 B. LANDLORD agrees to maintain parking lot and other common areas.

26 ///

- 1 7. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save LANDLORD harmless
2 from and against any and all claims arising from any act, omission, or
3 negligence of TENANT, or its contractors, licensees, agents, servants, or
4 employees.
- 5 8. INSURANCE. During the term of this lease agreement, TENANT shall, at its
6 own expense, maintain in full force, a policy or policies of public liability
7 insurance insuring against liability for injury for persons and property,
8 and for death of persons arising from any accident, injury or damage occurring
9 in, on, or about the premises, or any portion of them arising from any act,
10 omission, or negligence of TENANT or its contractors, licensees, agents,
11 servants, or employees.
- 12 9. ASSIGNMENTS AND SUBLETTING. TENANT shall not assign nor sublease the said
13 premises, or any part thereof, without the written consent of LANDLORD first
14 had and obtained, and that a consent to one assignment or subletting shall
15 not be construed as a consent to any subsequent assignment or subletting.
- 16 10. NOTICES. All notices required by this Agreement shall be in writing, and
17 shall be served by deposit in the U.S. Mail, postage paid, and addressed as
18 follows:
- | | | |
|----|-----------|--|
| 19 | LANDLORD: | YOLO COUNTY BOARD OF SUPERVISORS |
| 20 | | COUNTY COURTHOUSE |
| 21 | | 725 COURT STREET |
| 22 | | WOODLAND, CALIFORNIA 95695 |
| 23 | TENANT: | BATTERED WOMEN'S CENTER OF YOLO COUNTY |
| 24 | | 550 "C" STREET |
| 25 | | BRODERICK, CALIFORNIA 95605 |
- 26 11. CONDITIONAL LIMITATIONS. Each term and each provision of this lease
performable by TENANT shall be construed to be both a covenant and a
condition.

///

///

1 12. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall
2 not be construed as a waiver of a subsequent breach of the same or any other
3 covenant or condition. LANDLORD's consent to or approval of any act by
4 TENANT requiring LANDLORD's consent or approval shall not be deemed to waive
5 or render unnecessary LANDLORD's consent to or approval of any subsequent
6 similar act by TENANT.

7 IN WITNESS WHEREOF, the parties hereto have executed Lease on the day
8 and year first above written.

9 LANDLORD:

10 COUNTY OF YOLO, a Political Subdivision
11 of the State of California

12 BY: Arthur D. Edwards
13 VICE Chairman of the Board of Supervisors

14 TENANT:

15 BATTERED WOMEN'S CENTER OF YOLO COUNTY

16 Noria Irvine
17

18 ATTEST:

19 PETER McNAMEE

20 BY: Jan Oran
21 deputy

22 (SEAL)

23 Approved to Term
24 _____
25 County Counsel
26 of Yolo County

FILED

OCT - 7 1980

BK

AGREEMENT NO. 80- 356

PETER McNAMEE, Clerk

(Parks and Museum Consultant)

By Jan Orser
DEPUTY

THIS AGREEMENT, dated for convenience this 7th day of October,

1980, in the State of California, by and between the COUNTY OF YOLO, a political subdivision (hereinafter referred to as "COUNTY"), and EARL A. BALCH, in his individual proprietary capacity (hereinafter referred to as "CONTRACTOR"),

W I T N E S S E T H :

RECITALS:

1. By Minute Order No. 80-252, County Board of Supervisors approved the association of a consultant to assist the COUNTY on an interim basis in performing its Parks and Museum planning responsibilities.
2. This Agreement supercedes and cancels Agreement No. 80-144, enacted as a result of Minute Order No. 80-252.
3. Government Code Section 31000 authorizes the Board of Supervisors to contract for special services on behalf of any County officer or department, such contracts to be with persons specially trained, experienced, expert and competent to perform the special services, which shall consist of services, advice, education, and/or training for such public entities or the employees thereof.
3. Because of CONTRACTOR's understanding of the requirements of the services to be provided and COUNTY's Parks and Museum programs, and the unique qualifications of CONTRACTOR, COUNTY desires to obtain CONTRACTOR's special expert services to perform said functions, and CONTRACTOR desires to provide such special expert services and represents hereby that he is fully

1 ready, willing and able so to provide.

2 AGREEMENTS:

3 1. WORK. CONTRACTOR, for and in consideration of the covenants,
4 conditions, agreements and stipulations set forth in this Agreement, does
5 hereby agree to furnish to COUNTY the services set forth in the job
6 description for County Parks/Museum Planner as follows:

- 7
- 8 A. CONTRACTOR shall perform said services in a professional and
9 competent manner, consistent with COUNTY's general policies
10 regarding Parks and Museum planning functions and the form of
11 such documents as will be drafted by CONTRACTOR.
- 12 B. CONTRACTOR shall attend such meetings as are required or necessary
13 for the performance of tasks.
- 14 C. The performance by CONTRACTOR of his duties shall be subject to
15 the general supervision of the Director of the County Facilities
16 and Grounds Maintenance Department, and shall report to the Director
17 and, through the Director, to the County Administrative Officer.
- 18

19 2. STANDARDS. CONTRACTOR shall perform all services required pursuant
20 to this Agreement in the manner and according to the standards observed by a
21 competent practitioner of the profession in which CONTRACTOR is engaged. All
22 work products of whatsoever nature which CONTRACTOR delivers to COUNTY
23 pursuant to this Agreement shall be prepared in a substantial first-class and
24 workmanlike manner, and conform to the standards to quality normally observed
25 by a person practicing in CONTRACTOR's profession.

26

27 3. ASSIGNMENT OR SUBCONTRACTING. No performance of this Agreement or
28 any portion thereof may be assigned or subcontracted by CONTRACTOR to any

1 other person or firm without the express written consent of COUNTY first
2 had and obtained, and any attempt by CONTRACTOR to assign or subcontract
3 any performance of this Agreement without said consent shall be null and
4 void and shall constitute a breach of this Agreement. Whenever CONTRACTOR
5 is authorized to subcontract or assign, he shall include all the terms of
6 this Agreement in any such subcontract or assignment.

7
8 4. EXCULPATORY CLAUSE. CONTRACTOR shall indemnify, defend, and hold
9 harmless COUNTY, its officers, agents, and employees from and against all
10 claims, demands, losses, damage liability, cost and expenses of whatever
11 nature, including court costs and counsel fees accruing or resulting to
12 any person, firm or corporation who may be injured by CONTRACTOR in the
13 performance of this Agreement.

14 5. TERMINATION. The COUNTY shall have the right to terminate this
15 Agreement at its sole discretion at any time upon thirty (30) days' written
16 notice to CONTRACTOR. The COUNTY shall also have the right to terminate
17 this Agreement immediately for failure of the CONTRACTOR to comply with the
18 terms and conditions of this Agreement. In the case of early termination, a
19 final payment will be made to the CONTRACTOR upon receipt of a report
20 covering compensation earned to termination. In the event of such immediate
21 termination, COUNTY may proceed with the work in any manner deemed proper
22 by the COUNTY. The cost to the COUNTY shall be deducted from any sum due
23 to the CONTRACTOR under this Agreement, and the balance, if any, shall be
24 paid the CONTRACTOR upon demand.

25
26 6. RECORDS. CONTRACTOR shall maintain a complete and accurate program
27 and accounting records showing the services performed in connection with
28 the performance of this Agreement, including working papers in any way

1 associated with the performance of this Agreement and shall make such
2 records available for inspection by authorized representatives of COUNTY at
3 any reasonable time during the performance of this Agreement, and for a
4 period of three (3) years from and after the date of final payment.

5
6 7. INDEPENDENT CONTRACTOR. It is specifically agreed that in the
7 making and execution of this Agreement, CONTRACTOR and any agents and
8 employees of CONTRACTOR are independent contractors and are not and shall
9 not be construed to be agents or employees of COUNTY and that CONTRACTOR
10 shall have no authority, expressed or implied, to act on behalf of COUNTY
11 or to bind COUNTY to any obligation whatsoever.

12
13 It is further understood and agreed that CONTRACTOR as an independent
14 contractor is not subject to the direction and control of COUNTY except as
15 to a final result. CONTRACTOR shall be solely liable and responsible to
16 pay all required taxes and other obligations, including, but not limited to,
17 withholding and Social Security. CONTRACTOR agrees to indemnify and hold
18 the COUNTY harmless from any liability which it may incur to the Federal or
19 State Governments as a consequence of this Agreement.

20 8. TIME. Time is of the essence of this Agreement.

21
22 9. NO ALTERATION. No alteration or variation of the terms of this
23 Agreement shall be valid unless made in writing and signed by the parties
24 hereto, and no oral understandings or agreement not incorporated herein,
25 shall be binding on any of the parties hereto.

26
27 10. LAWS. The CONTRACTOR shall comply fully with all applicable Federal,
28 State, and local laws, ordinances, regulations, and permits. The CONTRACTOR

1 shall secure any new permits required by authorities having jurisdiction
2 over the project, and shall maintain any presently required permits.

3
4 11. COMPENSATION. The consideration to be paid CONTRACTOR, as provided
5 herein, shall be in compensation for all of CONTRACTOR's expenses incurred
6 in the performance hereof, including travel and per diem, unless otherwise
7 expressly so provided.

8
9 12. SUCCESSORS. This Agreement shall inure to the benefit and bind the
10 successors of each of the parties.

11 13. PAYMENT.

12 A. COMPENSATION. COUNTY, for and in consideration of the covenants,
13 conditions, agreements, and stipulations of the CONTRACTOR herein
14 expressed, does hereby agree to pay as compensation to CONTRACTOR,
15 the sum of TWO THOUSAND, TWO HUNDRED SIXTY-SIX AND 66/100
16 (\$2,266.66) DOLLARS per month in the manner set forth in this
17 section.
18

19 B. PROGRESS PAYMENTS. Said compensation shall be paid monthly on
20 the first regular pay day for COUNTY employees during such month,
21 and due and payable upon the presentation of a claim by CONTRACTOR
22 to the Director of the County Facilities and Grounds Maintenance
23 Department, as set forth herein.

24
25 C. CLAIMS. Upon completion of each month's service, CONTRACTOR
26 shall submit a claim to the Director of the County Facilities and
27 Grounds Maintenance Department (hereinafter "DIRECTOR") of
28 COUNTY. Said claim shall set forth the performance for which

1 payment is sought, and shall be accompanied by such additional
2 information as the DIRECTOR may require. If the DIRECTOR
3 determines that such performance has been completed in accordance
4 with this Agreement, the DIRECTOR shall approve such claim for
5 payment as set forth hereinabove.

6
7 D. EXPENSES. Upon approval of DIRECTOR, CONTRACTOR shall be
8 reimbursed for out-of-pocket expenses to which CONTRACTOR is
9 entitled by this subparagraph. CONTRACTOR shall be entitled to
10 the same reimbursement for expenses as are reimbursable to
11 members of COUNTY's Management Unit and as are incurred by
12 CONTRACTOR in the performance of his duties pursuant to this
13 Agreement. Claims for expenses shall be submitted in the form
14 and manner prescribed by DIRECTOR.

15
16 14. SUPPORT SERVICES. COUNTY will provide all necessary support services
17 to CONTRACTOR subject to approval by DIRECTOR, including, but not limited to,
18 secretarial assistance, office space, materials and supplies, and use of
19 COUNTY vehicles when traveling on COUNTY business pursuant to this Agreement.

20
21 15. TERM. The term of this Agreement shall commence on October 1, 1980,
22 and shall continue until the employment of a County Parks/Museum Planner,
23 but in no event beyond June 30, 1981.

24
25 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
26 the day and year first above written.
27
28

COUNTY OF YOLO, a political subdivision
of the State of California:

By: Temple Thompson
Chairman of the Board of Supervisors

CONTRACTOR:

Earl A. Balch
EARL A. BALCH

ATTEST:

PETER McNAMEE, County Clerk

By: Jan Orser
Deputy

Approved as to Form

Dated:

County Counsel of Yolo County

(SEAL)

1 BK
FILED

YOLO COUNTY AGREEMENT NO. 80-357

SF
Revised 5/80

OCT - 9 1980

AGREEMENT TO PROVIDE

PETER McNAMEE, Clerk
By [Signature]
DEPUTY

PROFESSIONAL CONSULTING SERVICES

TO THE COUNTY OF YOLO

THIS AGREEMENT, entered into this 7th day of October 1980, and effective immediately by and between David M. Griffith and Associates Ltd. (hereinafter called "Consultant"), and the County of Yolo, (hereinafter called the "County"), WITNESSETH THAT:

WHEREAS, the County has programs which it operates with Federal funding and

WHEREAS, the County supports these programs with support services paid from County appropriated funds, and

WHEREAS, the United States Government will pay a fair share of these costs if supported by an approved cost allocation plan, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing and negotiating such governmental cost allocation plans, and

WHEREAS, the County desires to engage the Consultant to assist in developing a plan which conforms to Federal requirements and will be approved by their representatives,

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.
2. Scope of Services. The Consultant shall do, perform, and carry out in a good and professional manner the following services:
 - A. Development of a central services cost allocation plan for the fiscal year ended June 30, 1982 (based on financial data for the fiscal year ended June 30, 1980) which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service such as purchasing, legal counsel, etc. The plan will be prepared in accordance with FMC 74-4.
 - B. Development of rates to be utilized in claiming central service costs.
 - C. Negotiation of the completed cost allocation plan with the representatives of the State Controller's Office.

- D. Assistance in preparing and monitoring claims for recovery of funds due the County.
- E. Training of County staff in the preparation and use of cost allocation plans.
3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement. All services required hereunder shall be completed by April 1, 1981. The cost allocation plan will be available by December 31, 1980, for your review and our negotiation with the State - Controller's Office.
4. Compensation. The County agrees to pay the Consultant a sum of Fifteen Thousand Dollars exactly (\$15,000) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum.
5. Method of Payment. The Consultant shall be entitled to payment in accordance with the provisions of this paragraph. The Consultant shall receive fifty percent (50%) of the agreed upon fee upon submission of the completed plan to the County. The remaining fifty percent (50%) of the fee shall be due upon evidence of successful negotiation of the completed plan with the Controller. Successful negotiation shall be construed to mean that at a minimum provisional approval to use the costs/rates contained in the plan shall have been received by the County. Payment shall be made within two weeks of the described events.
6. Changes. The County may, from time to time, require changes in the scope of services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.
7. Services and Materials to be Furnished by County. The County shall furnish the Consultant with all available necessary information, data, and material pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein and shall provide adequate staff for liaison with the Consultant and other agencies of County government.
8. Termination of Agreement. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and

specifying the effective date thereof, at least five (5) days before the effective date of such termination.

9. Information and Reports. The Consultant shall, at such time and in form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project. Working papers prepared in conjunction with the cost allocation plan will be turned over to the County for safekeeping.
10. Records and Inspections. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
11. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the County.
12. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
13. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
14. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral, or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. County Not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant.
16. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impairs or prejudice any right or remedy available to the County in respect to such breach or default.
17. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
18. Consultant Liability if Audited. The Consultant will assume all financial and statistical information provided to the Consultant by County employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the County under the plan for whatever reason is the sole responsibility of the County. Consultant will, however, provide assistance to the County should an audit be undertaken of County indirect costs.
19. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

County of Yolo, California

David M. Griffith and Associates, Ltd.
5441 Fair Oaks Boulevard
Carmichael, CA. 95608

IN WITNESS WHEREOF, the _____ and the Consultant have executed this agreement as of the date first written above.

ATTEST:
PETER McNAMÉE, COUNTY CLERK

By Jan Orser

Dated

County Counsel
of Yolo County

BY: Temple Thompson
(CHAIRMAN Official)
YOLO COUNTY BOARD OF SUPERVISORS

David M. Griffith and Associates, Ltd.

BY: Mr. Louis E. Charpudie
Vice President

BK
FILED

OCT 7 1980

YOLO COUNTY AGREEMENT NO. 30-358

PETER McNAMEE, Clerk

MASTER AGREEMENT

By

San Orser
DEPUTY

THIS AGREEMENT, made and entered into this 10th day of September 1980, by and between the COUNTY OF ALAMEDA, hereinafter referred to as "County" and Yolo County, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, pursuant to Welfare and Institutions Code Section 900, the Board of Supervisors of each county is authorized to establish a maximum amount which the court may order a county to pay for the support and maintenance for wards or dependent children;

WHEREAS, the counties desire to retain a single consultant to assist, advise, and coordinate them in formulating proper rates for private and group homes or institutions for the placement of wards or dependent children;

WHEREAS, the purposes of this agreement are to facilitate the proper determination of rates for such homes, to promote uniformity of procedures relating to such rates, to facilitate the convenience and compliance of the operators of such homes in applying for rates or rate increases, and to avoid duplication of effort on the part of the counties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I

County shall retain an independent contractor, hereinafter referred to as "Consultant" to provide to the parties hereto the services enumerated in Exhibit "A" attached hereto and incorporated herein.

II

County shall provide all necessary equipment, supplies and office space to Consultant.

III

The total funds expended by County under this agreement shall not exceed the funds budgeted according to Exhibit "B" attached hereto and incorporated herein.

IV

The parties hereto and additional counties signatory to an identical Agreement shall all share in said expenditures as indicated on Exhibit "C" attached hereto and incorporated herein.

V

Contractor shall pay to County quarterly, in advance, their pro-rata share of the funds budgeted in Exhibit "B" upon receipt of invoice prepared by the Auditor of Alameda County. Subsequent adjustments in the amounts payable shall be made so that the respective counties pay no more than the actual cost of the program.

VI

No payment shall be made to Consultant unless and until the Chief Probation Officer of Alameda County reviews and approves the performance of the Consultant.

VII

The Consultant Agreement shall be substantially in the form of Exhibit "D" attached hereto and incorporated herein.

VIII

This agreement shall be incorporated into the Consultant Agreement as a limitation thereon.

IX

The term of this Agreement shall commence July 1, 1980 and shall terminate June 30, 1981.

X

This Agreement can be amended only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF ALAMEDA

By

Valere K. Raymond
Chairman of the Board of Supervisors
of the County of Alameda, State of
California

"County"

Tough J. Thompson
"Contractor"

Approved as to form: RICHARD J. MOORE, COUNTY CLERK

AFFIDAVIT

I, William Mehrwein, Clerk, Board of Supervisors, Alameda County, do hereby certify under penalty of perjury that a copy of the attached document has been delivered to the Chairman, Alameda County Board of Supervisors, as provided in Section 25103 of the Government Code.

William Mehrwein
WILLIAM MEHRWEIN, Clerk, Board of Supervisors

Dated: SEP 10 1980

EXHIBIT "A"

The Consultant shall:

1. Serve as the Coordinator between the contracting counties' placement activities and the private/group homes/institutions with regard to the budgeting and rate setting process.
2. Assist the counties in the design of the 1981-82 budget questionnaire.
3. Assist the counties in developing a budget submission and review timetable.
4. Prepare a cover letter regarding the budget process and guidelines, prepare timetable as well as questionnaire instructions in a packet to be mailed to the private vendors by the 15th of December.
5. Handle all telephone inquiries regarding No. 4, above.
6. Meet wherever necessary with the private vendors and/or county representatives regarding No. 4, above.
7. Review all budgets as they arrive. If budgets are incomplete, follow up with private vendors to ensure completeness. Review and verify math on the requests. Set up budget folders for each facility which would include current year request and all previous records regarding past years' requests.
8. Work with the Bay Area Placement Committee, the Probation Business Managers Association, and the Welfare Business Manager personnel to create review teams, establish review criteria, assign budgets to review teams, and schedule review team meetings. Monitor the review process ensuring that all teams are consistent in their reviews as well as meet their deadlines providing all necessary coordination and liaison to ensure successful conclusion of the negotiation process.
9. Schedule appeal hearings between vendor and appeal team.
10. Schedule appeals, if necessary, between vendors and the BAPC Joint Steering Committee.
11. Prepare final list of approved rates and distribute to all participating counties by June 15 of each year. This deadline may be waived by the Chief Probation Officer of Alameda County if circumstances warrant.
12. Notify all vendors in writing of agreed rate.
13. Monitor the Los Angeles institution rate setting process, meeting, if necessary, with Los Angeles personnel, and publish and distribute to all participating counties the Los Angeles rates for all programs within Los Angeles County.
14. On all brand new programs or existing programs which miss the deadlines scheduled in No. 4, schedule a separate review process similar to the process outlined above, which may not coincide with the date in No. 11, above.

EXHIBIT "A"

EXHIBIT "B"

BAPC Coordinator Budget

1980-81

CONSULTANT SERVICES

Personnel Services

Director	\$13,726*	
Administrative Assistant	18,295*	
Secretary/Clerk	<u>13,521*</u>	
Total Personnel Services		\$45,542

*includes payroll tax and worker's compensation

Other Expenses

Mileage	\$ 1,000	
Parking, Lodging, & Other Expenses	<u>400</u>	
Total Other Expenses		\$ 1,400

Subtotal Consultant Services \$46,942

SUPPLIES & OPERATING EXPENSE

Office Supplies, Postage, etc.	\$ 1,480	
Telephone & Telegraph	1,150	
Copier Rental	730	
Equipment Maintenance	40	
Printing	<u>225</u>	
Total Supplies & Operating Expense		\$ 3,625

GRAND TOTAL \$50,567

EXHIBIT "C"

<u>County</u>	<u>Costs</u>
Alameda	\$ 8,356
Contra Costa	4,699
El Dorado	603
Marin	1,690
Mendocino	489
Merced	962
Monterey	2,102
Napa	712
Sacramento	5,672
San Francisco	4,998
San Joaquin	1,721
San Mateo	4,460
Santa Clara	6,720
Santa Cruz	956
Solano	1,630
Sonoma	2,081
Stanislaus	1,901
Yolo	<u>815</u>
	\$50,567

EXHIBIT "D"

CONSULTANT AGREEMENT

1. PARTIES: Effective this First day of July, 1980, the County of Alameda, hereinafter referred to as "County," and Hrayr Terzian, hereinafter referred to as "Consultant," mutually agrees as follows:
2. PURPOSE: The County requires and the Consultant is specially trained and experienced and competent to perform for all participating counties, the Consultant services enumerated in and in accordance with the Master Agreement attached hereto, marked "Exhibit A" and by this reference made a part hereof.
3. SERVICES: The Consultant shall render these services at the times and places specified by the Chief Probation Officer of Alameda County.
4. PAYMENT FOR SERVICES: Consultant shall be paid for his services not more than \$46,942 as detailed in the budget of the Master Agreement. Expenditures under the Master Agreement may not exceed actual revenues from participating counties. Consultant shall submit to the Chief Probation Officer of Alameda County not less than monthly, a statement in a form approved by said Chief Probation Officer indicating in detail services performed under this Agreement and the date and hours thereof.
Upon approval of said statement by the Chief Probation Officer of Alameda County, County shall pay Consultant the demand submitted.
5. TERM: This Agreement commences on the date first written above and shall terminate June 30, 1981 and it may be cancelled by mutual consent or by either party giving five working days advance written notice thereof to the other.
6. STATUS: The Consultant is an independent Contractor and is not to be considered an employee of County or of the participating counties.
7. INDEMNIFICATION: Consultant shall defend, save, indemnify and hold harmless the County and participating counties, and their officers and employees from any and all liability for any damages arising from or connected with the services provided hereunder.

COUNTY OF ALAMEDA

By _____
Chairman of the Board of Supervisors
of the County of Alameda, State of
California

Hrayr Terzian
Consultant

THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

On motion of Supervisor _____, Seconded by Supervisor _____,
 and approved by the following vote,
 Ayes: Supervisors _____
 Noes: Supervisors _____
 Excused or Absent: Supervisors _____

THE FOLLOWING RESOLUTION WAS ADOPTED:

NUMBER **38560**

EXECUTE AGREEMENT

BE IT RESOLVED that Valerie A. Raymond, Chairman of the Board of Supervisors of the County of Alameda, be and she is hereby authorized and directed to execute on behalf of the County of Alameda that certain agreement by and between the County of Alameda and the County listed below, providing for said County to share in the cost of the consultant agreement with Alameda County and Hrayr Terzian providing for Bay Area Placement Committee (BAPC) consultant services, covering the period July 1, 1980 through June 30, 1981.

COUNTY OF YOLO

I CERTIFY THAT THE FOREGOING IS A COR-
 RECT COPY OF A RESOLUTION ADOPTED BY
 THE BOARD OF SUPERVISORS ALAMEDA

COUNTY, CALIFORNIA **SEP 10 1980**

ATTEST: **SEP 10 1980**

WILLIAM MEHRWEIN, CLERK OF
 THE BOARD OF SUPERVISORS

BY *Sarah Ireland*

FILED

YOLO COUNTY AGREEMENT NO. 80-359

OCT - 7 1980

INDIVIDUAL HOSPITAL AGREEMENT

PETER McNAMEE, Clerk

By

Jan Ciser
DEPUTY

The YOLO GENERAL HOSPITAL (Hospital) agrees to participate in the Council Sponsored Shared Courier Service Program and at terms outlined in the Master Agreement entered into between the Hospital Council of Northern/Central California and California Couriers, Inc. Terms of the Agreement include:

1. (a) A basic fee of \$57.50 per month for daily, Monday through Friday, round trip service (excluding legal holidays specified in Master Contract) to Blue Cross of Northern California, Oakland, and Computer Sciences Corporation, Sacramento.
(b) The monthly fee for Medicare program daily two-way service to Aetna Life & Casualty, Novato, will be \$34.50.
2. The initial charge for color coded nylon zippered pouches is \$7.00 each (three [3] required per consignee). Seals are \$40.00 per 1,000 if desired or required. If paper envelopes are utilized in place of pouches, costs will be \$70.00 per 1,000.
3. In accordance with PUC regulations, charges shall be made monthly, in advance, and must be paid within ten (10) days of date of invoice.
4. A single, easily accessible, regular place on Hospital site shall be agreed upon mutually by Hospital and Courier as the pickup point.
5. If for any reason, Hospital wishes to cancel this Agreement, such cancellation may be effected by telephone call and follow up written notice of cancellation. Courier will cancel service within ten (10) working days from the date upon which Courier was notified of cancellation by telephone.
6. Additional service may be provided to Hospital, as mutually agreed upon by Hospital and Courier. Hospital will be charged \$34.50 per month for each additional consignee for daily two way service; \$27.00 per month for daily one way service, Monday through Friday (except that daily mail delivery from Hospital to Rincon Annex Post Office, San Francisco, if desired, shall be \$27.00 per month). Other special services, such as interstate shipments, air shipments, emergency pickups or deliveries, refrigerated service, etc., and any service required other than daily shall be billed at rates mutually agreed to by Hospital and Courier prior to shipment. The rates shown above apply only for two way service to and from Hospital and consignee located within the Council geographical area.
7. No price increases shall be permitted during the period of the Master Contract, except that in the event of a general increase in the price of gasoline, Council may negotiate with Courier an appropriate increase. Hospitals will, however, be given thirty (30) days notice of such increase and, if unacceptable, may effect cancellation (see Paragraph 5).
8. Service may begin at any mutually agreed upon date. Courier shall make specific arrangement for start up at each individual Hospital.

First month's invoicing will be appropriately prorated.

9. Contracted services desired:

- a) Blue Cross, Oakland, and Computer Sciences Corporation, Sacramento, @ \$57.50 per month Yes X No
- b) Aetna Life & Casualty, Novato, @ \$34.50 per month Yes No X
- c) Daily one-way service to Rincon Annex, San Francisco, @ \$27.00 per month Yes No X
- d) Other (specify) Yes No X

10. This contract will be in effect from September 1, 1980 for the period of one year, unless previously cancelled in accordance with Paragraph 5 of the contract.

Signed:

Yolo General Hospital
Hospital
170 W. Beamer Street, Woodland
Address
State Munson
By
Date September 17, 1980

California Couriers, Inc.
Courier
By
Date 9/17/80

COUNTY OF YOLO, a political sub-
division of the State of California

BY
CHAIRMAN OF THE BOARD OF SUPERVISORS
DATE October 7, 1980

Rev 8/80
9

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth A. Hall
DEPUTY COUNTY COUNSEL

OK
YOLO COUNTY AGREEMENT NO. 80-360
AGREEMENT FOR THE TRANSPORTATION OF PRISONERS

This agreement, dated for purposes of reference only on
October 7, _____, 1980, is made by and between the County
of Los Angeles, hereinafter referred to as "County of Los Angeles"
and the County of Yolo, hereinafter referred to
as "_____".

RECITALS

- A. Persons are frequently arrested or detained in jurisdictions throughout the State of California on the authority of warrants issued from the County of Yolo. Such persons are then placed in custody by the arresting agency pending return to the County of Yolo.
- B. The County of Yolo is responsible for the transportation of said prisoners from the location where they are in custody to the County of Yolo. This process involves considerable cost.
- C. The Sheriff's Department of the County of Los Angeles operates a statewide prisoner transportation system with scheduled, weekly trips throughout the State of California.
- D. The County of Yolo is desirous of contracting with the County of Los Angeles for the performance of transportation services by the Los Angeles County Sheriff's Department in or around the County of Yolo. The Sheriff's Department of the County of Los Angeles is willing and able and desires to perform this service.
- E. A contract of this kind is authorized by Section 26775 of the California Government Code, Title 3, Division 2, Part 3, Chapter 2,

Article 8.

WHEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS CONTAINED
HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The County of Los Angeles, upon request by the County of Yolo, will transport to the County of Yolo, prisoners arrested and held by other law enforcement agencies within the State on the authority of warrants issued from the County of Yolo.
2. Such prisoner transportation services provided by the Los Angeles County Sheriff's Department shall be provided according to the schedules established and maintained by the Sheriff's Department of the County of Los Angeles.
3. The County of Yolo, upon being notified that one of their prisoners is being held by another law enforcement agency within the State of California, and desiring that such prisoner be transported to the County of Yolo by the County of Los Angeles, shall notify the County of Los Angeles Sheriff's Department's Transportation Bureau. Notification shall be in the form of a printed message via California Law Enforcement Teletype System (hereinafter referred to as "CLETS") requesting transportation of specifically identified individuals and will include the name of the prisoner, his sex, race, age, location where being held, charge(s) being held under, amount of bail, and the name of the Court that issued the warrant for his arrest. The message will also indicate the date of arrest and when the prisoner will be available for transportation to the County of Yolo.

4. The County of Los Angeles Sheriff's Department Transportation Bureau will then send a return message via CLETS to the agency of the County of Yolo requesting transportation confirming receipt of the notification and request for prisoner transportation, and indicating the expected date of delivery of the prisoner to County of Yolo.

5. The County of Los Angeles shall be responsible for the physical custody of County of Yolo prisoners beginning when the prisoners, their property and their necessary paperwork have been accepted from the arresting law enforcement agency by County of Los Angeles Sheriff's Department transportation personnel.

6. County of Los Angeles hereby reserves the right to refuse to transport any ill or injured County of Yolo prisoner. Such ill or injured prisoner may be transported by the County of Los Angeles, but only upon clearance for such a trip by a medical doctor, which shall be in writing, signed by the authorizing medical doctor. If County of Los Angeles refuses to transport a prisoner, it shall immediately notify the County of Yolo agency, via CLETS, of this fact, and the reason therefor.

7. County of Los Angeles will only transport male juveniles 16 years or age or older. Females will only be transported by County of Los Angeles Sheriff's Department aircraft.

8. The County of Los Angeles, upon accepting County of Yolo prisoners for transportation, shall be responsible for the prisoners' safekeeping while transporting

them and the timely and punctual delivery of prisoners to jail facilities designated by the County of Yolo.

Should there be any delay in said delivery, County of Los Angeles shall immediately notify the agency of County of Yolo requesting transportation, via CLETS, of the delay, the reason therefor, and the expected delivery date.

9. The rendition of the above described services, discipline of County of Los Angeles officers and other matters incident to the performance of such services and the control of County of Los Angeles personnel so employed, shall be pursuant to the rules and regulations of the County of Los Angeles. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the determination thereof made by the County of Los Angeles shall be final and conclusive as between the parties.

10. The rates charged for said transportation services by the County of Los Angeles pursuant to this agreement shall approximate the actual cost to County of Los Angeles and shall be determined, and annually adjusted, by the County of Los Angeles Auditor-Controller.

The rates will be based on cost per seat per mile.

11. The County of Los Angeles shall deliver to the County of Yolo within ten days after the end of each calendar month an itemized invoice which covers all services performed during said month by County of Los Angeles and County of Yolo shall pay County of Los Angeles for said services within thirty (30) days after the date of said invoice. If

payment is not delivered to the County of Los Angeles office which is described on said invoice within thirty (30) days after the date of the invoice, the County of Los Angeles is entitled to interest thereon at the rate of one-half (1/2) of one (1) percent per calendar month and shall begin to accrue thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the County of Los Angeles. The amount of interest due shall be calculated by the County of Los Angeles and added to the next regular itemized invoice.

12. The parties agree that neither County of Yolo
 nor any officer, agent or employee thereof shall be responsible for any damage or liability resulting from anything done or omitted to be done by County of Los Angeles or any officer, agent, or employee thereof under or in connection with any authority or jurisdiction delegated to County of Los Angeles under this Agreement. It is also understood and agreed that County of Los Angeles shall fully indemnify and hold County of Yolo, its officers, agents and employees, harmless from any liability resulting from anything done or omitted to be done by County of Los Angeles or any officer, agent or employee thereof under or in connection with any authority or jurisdiction delegated to County of Los Angeles under this Agreement. County of Los Angeles, at its own expense, will defend County of Yolo
 against any claim or suit arising out of anything done or omitted to be done by County of Los Angeles or any officer, agent or employee thereof under or in connection with

the authority or jurisdiction delegated to County of Los Angeles under this Agreement.

13. The parties agree that neither County of Los Angeles nor any officer, agent or employee thereof is responsible for any damage or liability resulting from anything done or omitted to be done by County of Yolo under or in connection with any authority or jurisdiction delegated to County of Yolo under this Agreement. It is also agreed that County of Yolo shall fully indemnify and hold County of Los Angeles, its officers, agents, and employees, harmless from any liability imposed for injury occurring by reason of anything done or omitted to be done by any authority or jurisdiction delegated to County of Yolo under this Agreement. County of Yolo at its own expense will defend County of Los Angeles against any claim or suit arising out of anything done or omitted to be done by County of Yolo or any officer, agent or employee thereof under or in connection with the authority or jurisdiction delegated to County of Los Angeles under this Agreement.

14. This Agreement shall become effective on the date it is executed by the County of Los Angeles and shall be in effect for a period of five (5) years thereafter, in no event to extend beyond December 31, 1984. The County of Los Angeles, or the County of Yolo may terminate this Agreement upon sixty (60) days written notice to the other party.

15. This Agreement may only be amended by a writing setting forth the contemplated change and an effective date therefor, executed in like manner as the original Agreement.

IN WITNESS WHEREOF, the _____ County of Yolo by order of its Board of Supervisors causes this agreement to be signed by its President, and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, causes this Agreement to be subscribed by the Chairman of said Board and the Seal of said Board to be affixed hereto, and attested by the Clerk of said Board, all on the day and year indicated hereon.

County of Yolo

DATED: October 7, 1980

By Samuel J. Thompson

ATTEST:

PETER McNAMEE, COUNTY CLERK

By

Jim Orser
Clerk

Approved as to Form

Dated _____

[Signature]
County Counsel of Yolo County

COUNTY OF LOS ANGELES

DATED: _____

By _____
Chairman of the Board of
Supervisors

ATTEST:

JAMES S. MIZE
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

JOHN H. LARSON
County Counsel

By _____
Deputy

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERALSTATE OF CALIFORNIA
STD. 2 (REV. 11/78)

- ☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

Yolo County Agreement No. 80-361

THIS AGREEMENT, made and entered into this 16th day of September, 1980,
 in the State of California, by and between State of California, through its duly elected or appointed,
 qualified and acting

TITLE OF OFFICER ACTING FOR STATE

AGENCY

NUMBER

Deputy Director, Admin. Services

Board of Corrections

hereafter called the State, and

County of Yolo, a political subdivision

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Under the provisions of the California Government Code and the County of Yolo, the County of Yolo and the State Board of Corrections enter into an agreement for the services and assignment of Leroy Ford, Social Security Number 558 42 2418, an employee of the Office of the County Administrator, Courthouse, Room 202, Woodland, California 95695, to the State Board of Corrections, 1924 T Street, Sacramento, California, under the following terms and conditions.

The employee is to be assigned to the position of Corrections Consultant in the State Board of Corrections, and will be directly responsible to Norma Phillips Lammers, Executive Officer. The duties will be as described in the attached Duty Statement (Attachment B).

The following expenses incident to the assignment of the employee shall be paid directly to or on behalf of the county employee by the County of Yolo in accordance with county laws:

- (1) Pay and allowances, including educational incentive pay as appropriate and regular salary increases for which the employee becomes eligible or is approved for general pay increases.
- (2) All costs involving annual leave earned but not used on assignment.
- (3) The County of Yolo's share of costs for health and life insurance and retirement coverage for the employee.
- (4) Workers' Compensation insurance costs, as needed.

(Continued)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR				
AGENCY Department of Corrections		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE OR OTHER A CORPORATION, PARTNERSHIP, ETC.) County of Yolo, a political subdivision				
BY (AUTHORIZED SIGNATURE) [Signature]		BY (AUTHORIZED SIGNATURE) [Signature]				
TITLE Deputy Director, Administrative Services		TITLE Twyla J. Thompson, Chairman, Board of Supervisors				
ADDRESS [Blank]		ADDRESS P.O. Box 1820 Woodland, CA 95695				
CONTINUED ON SHEETS EACH BEARING NAME OF CONTRACTOR		APPROPRIATION FUND				
Department of General Services Use ONLY		AMOUNT ENCUMBERED	ITEM	CHAPTER	STATUTES	FISCAL YEAR
		UNENCUMBERED BALANCE				
		ADD. INCREASING ENCUMBRANCE	FUNCTION			
		ADD. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
		I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
		SIGNATURE OF ACCOUNTING OFFICER				DATE
		I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.				
		SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY				DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California. See below.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. By this Agreement, Contractor as a general employer lends its employee to the State Board of Corrections as a special employer and in doing so Contractor resigns full control of its employee to the State Board of Corrections for the term of this Agreement. The State of California agrees to indemnify, defend and save harmless the Contractor, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged in the performance of this contract by the employee assigned to the State Board of Corrections pursuant to this Agreement.

Salary will be paid in accordance with the procedures of the County of Yolo. The State, during the term of this agreement, shall pay to the county for services performed by the employee from the Yolo County Administrator's Office the actual costs of salary up to the sum of \$2655 per month plus fringe/staff benefits (up to 34% of salary) as billed, not to exceed \$41,004. See Attachment C. Workmen's Compensation shall apply to any work-related accident incurred by the employee within the scope of this agreement.

The following expenses incidental to assignment of the employee will be paid by the State Board of Corrections in accordance with the laws governing its employees:

- (1) Costs of travel of the employee and transportation of household goods and personal effects to the place of assignment in accordance with the State of California Board of Control rules and regulations.
- (2) Costs of travel for assigned travel required in the official performance of duties.
- (3) Official space, utilities, and any equipment required in the official performance of duties.

The assignment of Leroy Ford to the State Board of Corrections during the assignment period shall not affect his status and rights as an employee of the County of Yolo and he shall be entitled to all sick leave, vacation, retirement, workmen's compensation, and other benefits of such county employees. During the contract period, he will be considered to be on assignment as a Corrections Consultant. The period of assignment shall be creditable in determining promotional status, retirement date, and for other benefit purposes as an employee of the county.

The rules and policies governing the internal operation and management of the Board of Corrections will apply to the employee. The rules and policies of both the County Administrator's Office and the County of Yolo governing standards of conduct shall apply to the employee.

At the completion of this assignment, the State Board of Corrections will provide and forward to the Yolo County Administrator's Office a written evaluation of the employee's performance on the assignment.

For the period of July 1, 1981 to September 14, 1981, the State's obligations under this agreement are contingent upon and subject to availability of funds being appropriated for the purposes of this contract.

The Fair Employment Practices Addendum, Standard Form 3, attached to this agreement is hereby included by reference and made a part of this agreement.

This contract will commence on September 16, 1980 and will terminate September 15, 1981, and will be subject to renewal for an additional one-year period. The agreement can be terminated by either party with a written 30-day notice.

Attachment A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.
2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
3. Remedies for Willful Violation:
 - (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.

Under general direction of the Assistant Executive Officer, the Corrections Consultant performs the following duties:

- 50% Advises, consults and provides on-going assistance to local corrections, professional organizations, probation personnel and academicians (such as chiefs of police, county sheriffs, chief probation officers, Chief Probation Officers Association and college administrators) on the \$6.6 million statewide Standards and Training of Local Corrections and Probation Officers Program. Activities include assisting the Assistant Executive Officer in formulating regulations, policies, procedures and guidelines relative to the aforementioned training program; developing, revising, adopting, and promulgating minimum standards for recruiting and training local corrections and probation officers and determining applicability for inclusion in the California Administrative Code.
- 25% Designs job analysis and time and motion study instruments and methodologies geared to assessing tasks, knowledges, and abilities required to perform local corrections and probation duties; performs evaluation and research studies on personnel selection standards and training; provides on-site technical assistance and consultation to local corrections and probation agencies based upon training needs assessment; monitors participating agencies and organizations to verify compliance with training standards; makes recommendations to Assistant Executive Officer relative to certification and decertification of training programs; designs and evaluates studies for reimbursement to local government for costs of training; and gathers, coordinates, and compiles current information on developments in standards and training for correctional personnel.
- 15% Prepares reports to the Legislature on the program as well as responses to inquiries, requests and other materials received relevant to local corrections and probation training.
- 10% Participates on ad hoc committees and work groups related to local corrections and probation training; and performs other duties as required.

MONTHLY BUDGET REPORT

Salary

\$2655/month (\$15.32/hour)	\$2655
-----------------------------	--------

Benefits

Retirement	324
OASDI	178
Management Package (Health & Dental Insurance, Life Insurance, Job Related Training)	217
Unemployment Insurance	16
Worker's Compensation	27
	\$3417

OCT 9 1980

AGREEMENT FOR LEGAL SERVICES

PETER McNAMEE, Clerk

By *Peter McNamee*
DEPUTY

Northport Industrial Park Phase I Assessment District

This is an agreement for legal services between the COUNTY OF YOLO, a political subdivision of the State of California, referred to as Client, and STURGIS, NESS, BRUNSELL & SPERRY, a professional corporation, Attorneys at Law, Emeryville, California, referred to as Bond Counsel.

1. Client retains Bond Counsel as special counsel to perform the following legal services relating to Northport Industrial Park Phase I Assessment District:

- (a) Preparation of all forms of resolutions, notices, affidavits, and other documents required by the Municipal Improvement Act of 1913, including the legal format of the engineer's report required by Section 10204.
- (b) The preparation of written instructions to Client's Clerk and other staff members concerning the performance of legally required duties.
- (c) Review of documents prepared by Client's engineering staff or consulting engineers, including boundary map, assessment diagram, assessment roll, and the general provisions of construction specifications.
- (d) Attendance at the public hearing on the engineer's report (including continuances of the hearing, if any).
- (e) Attendance at all other public meetings of Client at which matters relating to the assessment district are considered, except routine matters.
- (f) Attendance at staff meetings or meetings of property owners, upon the request of the Client, after reasonable notice.
- (g) Telephone consultation with staff members and property owners to answer legal questions about the assessment proceedings.
- (h) Preparation of the notice inviting bids and construction contract, if required, and review of contract bonds and insurance documents.

- (i) Arrangements for the printing of improvement bonds to represent unpaid assessments, including the printing of a bond register and, if required, assessment installment notices.
- (j) The preparation of a record of assessment installments for the use of the County Auditor, if required.
- (k) Arrangements for the sale of improvement bonds either by negotiation or by public bid, at the option of Client, including a review of financial disclosure requirements and, if required, the preparation of the notice inviting bond bids.

(l) The preparation of bond delivery documents.

(m) The rendition of a legal opinion on the validity of the improvement bonds and the proceedings leading to their issuance.

2. The services of Bond Counsel under this agreement shall not include the following:

- (a) Legal services in connection with the acquisition of interests in real property, either through negotiation or through exercise of the power of eminent domain.
- (b) Legal services in connection with litigation.

The performance by Bond Counsel of services excluded by this paragraph, if required by Client, shall be under separate oral or written agreement.

3. In consideration of the services set forth in paragraph 1, Client shall pay to Bond Counsel the following fee and costs:

- (a) The legal fee of Bond Counsel shall be a scaled percentage of the project cost set forth in the engineer's report as finally approved under Section 10312 of the Streets and Highways Code. The "project cost" shall be deemed to include estimated construction cost, estimated or actual payment for the acquisition of existing improvements and real property, payments to other public agencies or utilities, capacity charges, and contingency amounts. The "project cost" shall be deemed to exclude engineering, legal, right-of-way and other consulting or professional fees, inspection fees, bond printing costs, allowance for selling improvement bonds at a discount, and any other incidental expenses of the project.

(b) The legal fee shall be an amount equal to three percent (3%) of that portion of project cost not exceeding \$1 million, plus two percent (2%) of that portion of project cost exceeding \$1 million but not exceeding \$2 million, plus one percent (1%) of that portion of project cost exceeding \$2 million. The fee shall not be less than \$1,500.

(c) Costs shall be reimbursed to Bond Counsel as follows:

- 1) The cost of transportation.
- 2) The cost of preparing auditor's report, if required: 7 cents per assessment for each year of the bond issue, with a minimum of \$30.00.
- 3) The cost of long distance telephone calls: at billed cost.
- 4) The cost of photocopying: 10 cents per sheet.

The cost of other services for which Bond Counsel makes arrangements under this agreement (such as bond printing costs) shall be billed to the Client and shall be paid by Client directly to the payee.

(d) Payment by Client of the legal fee is contingent upon the levy of assessments and the sale and delivery of improvement bonds representing unpaid assessments in the assessment district. If for any reason, assessments are not confirmed and bonds delivered, Bond Counsel shall be paid no legal fee. Both the legal fee and costs are payable upon delivery of the bonds.

4. Bond Counsel certifies that it has no interest, either direct or contingent, in any property or contract arising from or affected by the assessment district, except as Bond Counsel under this agreement. Bond Counsel does not represent any owner of property within the proposed boundaries of this assessment district, and has not received a fee from any source for services connected with

the project.

DATED: OCT 7 1980

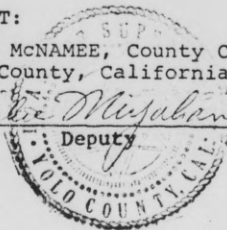
COUNTY OF YOLO, a political
subdivision of the State of California

By *Joseph J. Thompson*
Chairman, Board of Supervisors

ATTEST:

PETER MCNAMEE, County Clerk,
Yolo County, California

By *Robert Brunzell*
Deputy



STURGIS, NESS, BRUNSELL & SPERRY
a professional corporation

By *Robert Brunzell*
Robert Brunzell

Approved as to Form

Dated

[Signature]
County Counsel of Yolo County

COUNTY OF YOLO

Subgrant Signature Sheet

Title (Various-To Be Allocated)

Agreement/
Subgrant No. **30-363**

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
Self Directed Placement Corporation

This SUBGRANT is entered into by the County of Yolo, a political subdivision of the State of California, hereinafter referred to as the PRIME SPONSOR and the Self Directed Placement Corporation hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the PRIME SPONSOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

PROGRAM : Self Directed Placement Corporation

OCT 8 1980

MAILING ADDRESS : 3010 Cowley Way

PETER McNAMEE, Clerk

CITY & STATE : San Diego, CA 92117

By ~~Peter McNamee~~
DEPUTY
PHONE : (714) 276-9450

PROGRAM DIRECTOR : Carole E. Ickes

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973, as amended, as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the assurances and Certifications.

The term of the SUBGRANT shall begin on October 01, 1980The term of the SUBGRANT shall end on September 30, 1981The total amount of the SUBGRANT is \$180,000

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Jerome F. Miller

By Signature

Twyla G. Thompson

Name and Title

JEROME F. MILLER
VICE-PRESIDENT

Date

Name and Title

Twyla G. Thompson, Chairman
Board of Supervisors

Date

OCT 7 1980

Type Name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1 st day of October 19 80,
by and between the County of Yolo, a political subdivision, hereinafter called
PRIME SPONSOR or County, and the Self Directed Placement Corporation
hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203, PL 93-567, PL 94-444, and PL 95-524), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 676 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Providing job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income and assuring that training and other services lead to maximum employment opportunities and enhance self sufficiency by establishing a flexible, coordinated, and decentralized system of programs (CETA Sec. 2).
 - (e) Advising all participants of their rights and responsibilities

1 prior to entering the program and granting the opportunity to
2 resolve grievances as provided in 20 CFR § 676.83, 676.84, and
3 676.86;

4 (f) Making maximum efforts to achieve the provision of the plan.

5 2. Self Directed Placement Corporation is by virtue
6 of this agreement a SUBGRANTEE of Yolo County under CETA, within the
7 jurisdiction of Yolo County, and desires to operate a program strictly
8 in accordance with that statute and this SUBGRANT.

9 Agreements

10 1. Subgrant

11 This SUBGRANT sets forth the terms and conditions of a SUBGRANT between
12 PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- 13 (a) This SUBGRANT.
- 14 (b) Signature Sheet.
- 15 (c) Code of Federal Regulations - 20 CFR Parts 675, 676, 677, 678
16 679 and 680
- 17 (d) Code of Federal Regulations - 41 CFR Part 29-70
- 18 (e) Code of Federal Regulations - 5 CFR Part 900
- 19 (f) CFR Assurances and Certifications
- 20 (g) Exhibit A - CETA Affirmative Action Plan
- 21 (h) Statement of Work to be Performed
- 22 (i) Special Provision
- 23 (j)
- 24 (k)
- 25 (l)
- 26 (m)
- 27 (n)
- 28 (o)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin October 01, 1980, and shall end September 30, 1981, as set forth on the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

- (a) Total Reimbursement shall not exceed the amount of \$180,000, as set forth on Signature Sheet.
- (b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:
 - (1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this SUBGRANT during the preceding month.
 - (2) The County Administrative Officer of PRIME SPONSOR, or his designee, shall review that claim, may review the records, books of account, trial balance and vouchers of SUBGRANTEE, and shall approve the claim to the extent that SUBGRANTEE has incurred reasonable and necessary costs pursuant to this

1 subgrant, including the Budget Schedules attached hereto.
2 (3) To the extent permitted by the federal government, the County
3 Administrative Officer or his designee may approve an advance
4 of working capital to SUBGRANTEE. Application for advance
5 system of payment shall be made in writing to PRIME SPONSOR
6 by SUBGRANTEE. The application shall set forth the basis
7 to be used to arrive at the amount of the advance. Repayment
8 shall be offset against amounts payable on monthly claims.
9 The terms of repayment may be modified by written order of
10 the County Administrative Officer or his designee. Upon
11 termination of this subgrant any unpaid advances shall be
12 offset against any remaining payments to SUBGRANTEE. Any
13 advances exceeding remaining payments shall be repaid to
14 PRIME SPONSOR immediately.

15 (c) Reasonable and necessary costs shall be determined by PRIME SPONSOR
16 in accordance with the requirements of the United States Depart-
17 ment of Labor regulations and the United States General Services
18 Administration Federal Management Circular 74-4, United States
19 Office of Management and Budget Circular A-102, and any additional
20 requirements or procedures established by PRIME SPONSOR.

21 (d) It is expressly understood by PRIME SPONSOR and SUBGRANTEE that
22 PRIME SPONSOR has made applications to the United States Depart-
23 ment of Labor for a grant of funds under the Comprehensive
24 Employment and Training Act of 1973, as amended, for the purpose
25 of funding services under this contract and that PRIME SPONSOR is
26 not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not
27 obligated to provide services under the contract until such funds
28 are made available to PRIME SPONSOR by the Department of Labor.

1 (e) Approved claims shall be paid only from funds granted to PRIME
2 SPONSOR by the Department of Labor.

3 5. Records, Audits, Inspection

4 (a) Establishment and Maintenance of Records

5 The SUBGRANTEE shall maintain records, including but not limited to
6 books, financial records, supporting documents, statistical records,
7 personnel, property, participant, and all other pertinent records
8 sufficient to reflect properly, (a) all direct and indirect costs of
9 whatsoever nature claimed to have been incurred and anticipated to
10 be incurred to perform this contract, and (b), all costs incurred by
11 PRIME SPONSOR based upon representations of SUBGRANTEE, including
12 but not limited to situations where PRIME SPONSOR pays wages,
13 allowances, or other benefits to participants or other contractors
14 based on SUBGRANTEE's reporting of hours worked, training attended,
15 or services provided, and (c) all other matters covered by this
16 SUBGRANT for which the maintenance and retention of records is
17 required by law, including but not limited to U. S. GSA Federal
18 Management Circular 74-4, and regulations of the U.S. Department of
19 Labor, including but not limited to to CFR §676.35 and 41 CFR
20 §29-70.203. The obligation to maintain and preserve records shall
21 not be diminished by any instructions or advice given by PRIME
22 SPONSOR. SUBGRANTEE agrees to provide reasonable written reports to
23 PRIME SPONSOR.

24 (b) Preservation of Records

25 SUBGRANTEE shall preserve and make available its records related to
26 this SUBGRANT (a) until the expiration of three (3) years from the
27 date of final payment to SUBGRANTEE under this SUBGRANT except that
28 records relating to participants' participation in a CETA program

1 shall be maintained for each participant for a period of **five** (5)
2 years from the date of enrollment into the program.

3 If, prior to the expiration of the required retention **period**, any
4 litigation or audit is begun or a claim is instituted **involving** the
5 records, SUBGRANTEE shall retain the records beyond the **retention**
6 period until the litigation, audit findings, or audit **findings**, or
7 claim has been finally resolved.

8 (c) Accounting by SUBGRANTEE

9 SUBGRANTEE shall establish and maintain at all times, **on a current**
10 basis in conjunction with the Program, an adequate **accrual** system of
11 accounting covering all costs, items and expenditures **with** respect
12 to the Program, in accordance with generally accepted **accounting**
13 principles and standards, and in accordance with requirements of the
14 general government and any PRIME SPONSOR requirements **as set forth**
15 in the "Subgrantees' Fiscal Activities Manual." Except **in a case**
16 where a fixed unit cost for reimbursement is specified **in this**
17 SUBGRANT as the method for reimbursement.

18 (d) Examination of Records and Facilities

19 At any time during normal business hours, PRIME SPONSOR **and/or**
20 United States Federal Department of Labor or any of **their** duly
21 authorized representatives thereof, shall until expiration of three
22 (3) years after final payment under this SUBGRANT, or **any** longer
23 period as required by applicable law, have access to **and the right**
24 to examine its offices, and facilities engaged in performance of
25 this SUBGRANT and all its records with respect to all **matters** covered
26 by this SUBGRANT, including the right to audit, examine **and make**
27 excerpts of transcripts and from such records to make **audit** of all
28 contracts and subcontracts, invoices, payrolls, supportive services,

1 classroom training costs, records or personnel conditions
2 of employment, material and all other data relating to matters
3 covered by the SUBGRANT. The SUBGRANTEE also understands and agrees
4 that the PRIME SPONSOR and/or United States Federal Department of
5 Labor or any of their duly authorized representatives has the right
6 to make unannounced visits to the SUBGRANTEES facilities to observe,
7 audit and/or monitor all conditions and activities involved in the
8 performance of this agreement.

9 (e) Documentation of Cost

10 All cost shall be supported by properly executed payrolls, time
11 records, invoices, contracts, or vouchers or other official documen-
12 tation evidencing in proper detail the nature and the propriety of
13 the charge. All checks, payrolls, accounting documents, pertaining
14 in whole or part of this contract shall be clearly identified and
15 readily accessible.

16 6. Suspension or Disallowance of Payments

17 PRIME SPONSOR may at any time elect to offset against, suspend, or dis-
18 allow payment of SUBGRANTEE in whole or part or to demand repayment under
19 this Agreement in the event of any of the following occurrences to wit:

- 20 (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation
21 of any nature with respect to any information or data furnished to
22 PRIME SPONSOR in connection with Program.
- 23 (b) If SUBGRANTEE is in default under any provisions of this agreement.
- 24 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 25 (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct
26 of activities and program.
- 27 (e) If the SUBGRANTEE fails to comply with any other terms and conditions
28 of this SUBGRANT.

1 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect
2 or incomplete in any material respect.

3 7. Waiver of Statute of Limitations

4 The County of Yolo is subject to fiscal and compliance audits required by
5 the U.S. Department of Labor which include the performance of SUBGRANTEE
6 under this subgrant, and the County of Yolo may incur liability to the
7 U.S. Department of Labor for the SUBGRANTEE's performance of this subgrant.
8 Past experience indicates that controversies with the U.S. Department of
9 Labor may not be resolved within the period of the statute of limitations
10 on actions by County of Yolo against subgrantee arising out of subgrantee's
11 performance or non-performance of and compliance with the terms of this
12 subgrant. In consideration of the promises of the County of Yolo herein,
13 SUBGRANTEE promises not to plead the statute of limitations in any action
14 brought against it by the County of Yolo arising out of this subgrant or
15 its performance or non-performance or compliance with its terms or condi-
16 tions, and subgrantee agrees that it shall and hereby does waive any
17 defense that it may have against such suit by virtue of any statute of
18 limitations; provided, however, that such suit shall be brought, if at
19 all, on or before the expiration of two years after final determination
20 of any controversy between the County of Yolo and the U.S. Department of
21 Labor (including any litigation arising therefrom), and further provided
22 that such suit shall be brought, if at all, on or before the expiration
23 of four years after the statute of limitation otherwise prescribed by law.

24 8. Termination of SUBGRANT

25 (a) With Cause

26 PRIME SPONSOR may terminate the SUBGRANT in the following instances
27 by giving written notice to the SUBGRANTEE at least five (5) days
28 prior to the effective termination date stated in the notice:

- 1 (1) If through any cause SUBGRANTEE shall fail to fulfill in timely
2 and proper manner its obligations under this Agreement.
3 (2) If SUBGRANTEE shall violate any of the covenants or stipulations
4 of this Agreement.
5 (3) If the grant from the U. S. Department of Labor under which this
6 Agreement is made is terminated.
7 (4) If SUBGRANTEE is unable or unwilling to comply with such addi-
8 tional conditions as may be lawfully applied by the U. S.
9 Department of Labor to the grant under which this Agreement is
10 made. SUBGRANTEE shall not be relieved of liability to PRIME
11 SPONSOR for damages sustained by PRIME SPONSOR by virtue of any
12 breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may
13 withhold any reimbursement to SUBGRANTEE for the purpose of
14 letoff until such time as the exact amount of damages due PRIME
15 SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

16 (b) Without Cause

17 Either party may terminate this SUBGRANT at any time by giving written
18 notice to the other party of such termination and specifying the
19 effective date thereof, at least 30 days before the effective date of
20 such termination. If the SUBGRANT is terminated as provided herein,
21 SUBGRANTEE will be paid an amount which the same ratio to the total
22 compensation as the service actually performed bears to the total
23 services of SUBGRANTEE covered by this SUBGRANT, less payments of
24 compensation previously made.

25 9. Severability of Provisions

26 If any provisions of this SUBGRANT are held invalid, the remainder of this
27 SUBGRANT shall not be affected thereby, if such remainder would then
28 continue to conform to terms and requirements of applicable law.

10. Hold Harmless Clause

SUBGRANTEE shall indemnify and hold harmless and defend PRIME SPONSOR, its officers, employees and agents from and against all claims, losses, liabilities, or damages including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

11. Legal Relationship

(a) It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provision of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(b) It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such person shall be employed by and shall be entirely and exclusively under direction,

1 supervision and control of said SUBGRANTEE. All terms of employment
2 of said persons, including hours, wages, working conditions, disci-
3 pline, hiring and discharging or any other terms of employment or
4 requirements of law, shall be made by said SUBGRANTEE, and PRIME
5 SPONSOR shall have no right or authority over said persons or the
6 terms of such employment, except as required by CETA or regulations
7 promulgated thereunder.

- 8 (d) SUBGRANTEE, as an independent employer, shall be liable and hereby
9 expressly assumes and accepts exclusive liability as an employer under
10 the Federal Insurance Contributions Act, the Federal Unemployment
11 Tax Act, Federal Social Security Acts, the Unemployment Compensation
12 Act, or any other Federal or State laws or acts which in any way
13 affect or relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, Unemployment Compensation
15 or other taxes or penalties arising or levied by reason of the
16 employment of such persons employed by it. PRIME SPONSOR shall not
17 be liable for any worker's compensation or other benefits accruing
18 under any Federal or State law or acts to any persons employed by
19 the said SUBGRANTEE under this Agreement, but such liability, if
20 any, shall be exclusively that of SUBGRANTEE.

21 12. Monthly Report

22 Upon written notification by PRIME SPONSOR, SUBGRANTEE shall be respon-
23 sible for filing monthly reports with PRIME SPONSOR. Each report shall
24 be made on forms approved by PRIME SPONSOR and shall contain all data
25 and information concerning both quality and quantity of program perfor-
26 mance required by PRIME SPONSOR. Each report shall set forth the extent
27 to which the Program Performance Goals have been met and shall explain
28 in detail the reasons any such plans have not been met. Each report shall

1 set forth the extent expenditures exceed a prorata portion of the entire
2 budget category for the term of this program and shall explain in detail
3 the reasons for such excess.

4 13. Procedures for Corrective Action

- 5 (a) Whenever the PRIME SPONSOR determines in the manner set forth herein
6 that SUBGRANTEE has failed to comply with any provision of this
7 SUBGRANT, the PRIME SPONSOR may order corrective action.
- 8 (b) Before making such an order, the PRIME SPONSOR shall give SUBGRANTEE
9 a written notice setting forth the nature of SUBGRANTEE's non-
10 compliance and a procedure whereby SUBGRANTEE and its officers or
11 responsible employees may have an opportunity to meet with the PRIME
12 SPONSOR for the purposes of considering the need for and nature of
13 corrective action.
- 14 (c) An order for corrective action shall be in writing and shall set
15 forth specific directions for corrective action and a detailed
16 timetable for implementing the specific directions for reporting to
17 PRIME SPONSOR as to implementation. The order shall be served on
18 SUBGRANTEE.
- 19 (d) If SUBGRANTEE shall fail to implement an order for corrective action,
20 or if it shall fail to do so within the timetable set for implemen-
21 tation, the PRIME SPONSOR may recommend that the Governing Body
22 suspend payments hereunder or terminate this SUBGRANT.
- 23 (e) If SUBGRANTEE shall fail to comply with the administrative require-
24 ments of this SUBGRANT, such as those requiring the timely submission
25 of all periodic reports, and if such failure shall not be suggestive
26 of other apparent misfeasance, malfeasance, or nonfeasance, the
27 PRIME SPONSOR shall be empowered, without consultation with the
28 Governing Body, to suspend or delay any and all payments under this

SUBGRANT until such failure is rectified.

14. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of 41 CFR 29-70.215 and SUBGRANTEE shall be subject to the obligations of "GRANTEE", as defined in 41 CFR §29-70.102 (a), set forth therein, and between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantor agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of subgrantee, or PRIME SPONSOR.
- (b) The SUBGRANTEE's Property Standards of Non-Expendable Personal Property shall comply with 41 CFR §29.70.215-7 a copy to which is attached hereto and incorporated by this reference.

15. Program Income

- (a) All income generated as a result of CETA activities may be retained by SUBGRANTEE, at the discretion and written approval of PRIME SPONSOR, for a period of one (1) year from the expiration of this SUBGRANT and shall be used by SUBGRANTEE to carry out any CETA activity authorized by this SUBGRANT.
- (b) In the case of income generated by projects under YCCIP, SUBGRANTEE may retain this income, at the discretion and written approval of PRIME SPONSOR, for two (2) years after expiration of this SUBGRANT and apply it to the costs of the project. If the project is not continued beyond the expiration date of this SUBGRANT, the conditions in part (a) of this section shall apply.
- (c) SUBGRANTEE shall make quarterly reports on the expenditure of this

1 income on forms which indicate balance of program income carried
2 forward, program income of report quarter, expenditures of program
3 income, and quarter end balance.

4 (d) Income which remains unexpended beyond the applicable time periods
5 set forth in parts (a) and (b) of this section shall be returned
6 to the PRIME SPONSOR.

7 16. Contingent Fee

8 SUBGRANTEE warrants that no person, selling agency or other organization
9 has been employed or retained to solicit or secure this agreement upon an
10 agreement or understanding for commission, percentage, brokerage, or
11 contingency fee. For breach or violation of this covenant the PRIME
12 SPONSOR shall have the right to annul this agreement without liability or,
13 at its discretion, to deduct from the compensation or otherwise recover,
14 the full amount of such commission, percentage, brokerage, or contingency
15 fee.

16 17. Laws

17 SUBGRANTEE shall comply with all the applicable laws, decisions, statutes,
18 regulations and ordinances of the United States, the State of California,
19 and local governments, and as they are amended during the term of this
20 agreement.

21 18. Copyrights and Rights in Data

22 Where activities supported by this SUBGRANT produce original computer
23 programs, writing sound recordings, pictorial reproductions, drawings or
24 other graphical representation and works of any similar nature (the term
25 computer programs includes executable computer programs and supporting
26 data in any form), PRIME SPONSOR and/or the United States Federal Depart-
27 ment of Labor reserve the right to use, duplicate, and disclose the same,
28 in whole or in part, in any manner for any purpose whatsoever, and to

1 authorize others to do so. If any material described in the previous
2 sentence is subject to copyright, PRIME SPONSOR and/or the United States
3 Federal Department of Labor reserve the right to copyright such and
4 SUBGRANTEE agrees not to copyright such material. If the material is
5 copyrighted, PRIME SPONSOR and/or the United States Federal Department of
6 Labor reserve a royalty-free, non-exclusive, and irrevocable license to
7 reproduce, publish, and use such materials, in the whole or in part, and
8 to authorize others to do so.

9 19. Publication

10 Before publishing any materials produced by activities supported by this
11 agreement, SUBGRANTEE shall notify PRIME SPONSOR ninety (90) days in
12 advance of any such intended publication and shall submit four (4) copies
13 of the materials to be published. Within sixty (60) days after such
14 materials have been received by PRIME SPONSOR, PRIME SPONSOR shall: (1)
15 submit to SUBGRANTEE its comments with respect to the materials intended
16 to be published, or (2) notify SUBGRANTEE that no comments shall be
17 submitted. If PRIME SPONSOR informs SUBGRANTEE that no comments will be
18 submitted, SUBGRANTEE may proceed to publish the materials in the form
19 in which they have been submitted to PRIME SPONSOR but shall include the
20 credit statement and the disclaimer set forth below, but without any
21 further comments. PRIME SPONSOR may also waive use of the credit state-
22 ment and disclaimer set forth below. SUBGRANTEE shall determine, within
23 ten (10) days after receipt of any such comments, whether or not to revise
24 the materials to incorporate the comments of PRIME SPONSOR and shall
25 advise PRIME SPONSOR of its determination within fifteen (15) days after
26 such comments have been received by SUBGRANTEE. If SUBGRANTEE determines
27 not to incorporate any of the comments of PRIME SPONSOR into the text of
28 the materials, it may publish the materials provided that the initial

1 perface or introduction to these materials as published contain the
2 following:

- 3 (a) A credit reference reading as follows: "The preparation of these
4 materials was financially assisted through a contract from YOLO
5 COUNTY MANPOWER ADMINISTRATION, a prime sponsor under the Comprehen-
6 sive Employment and Training Act, as amended."
- 7 (b) A disclaimer statement reading as follows: "The opinions, findings,
8 and conclusions of this publication are those of the author and not
9 necessarily those of the YOLO COUNTY MANPOWER ADMINISTRATION or the
10 United States Federal Department of Labor. YOLO COUNTY and the
11 United States Federal Department of Labor reserve a royalty-free,
12 non-exclusive, and irrevocable license to reproduce, publish and
13 use these materials and to authorize others to do so."
- 14 (c) The comments of PRIME SPONSOR in full, unabridged, and unedited.
15 If SUBGRANTEE wishes to incorporate some or any of the comments of
16 PRIME SPONSOR in the text of the materials, it shall revise the
17 materials to be published and resubmit them to PRIME SPONSOR which
18 shall prepare comments on the resubmitted data within thirty (30)
19 days after receipt thereof. Within ten (10) days after receipt of
20 these comments, SUBGRANTEE shall determine whether or not to accept
21 or adopt any of the comments on the revised materials as resubmitted
22 to PRIME SPONSOR and shall advise PRIME SPONSOR of this determination
23 within fifteen (15) days after receipt of the comments of PRIME
24 SPONSOR. Thereafter, the materials may be published or revised in
25 accordance with the procedures set forth above in the publication
26 of materials on which PRIME SPONSOR has submitted its comments to
27 SUBGRANTEE.
28 If PRIME SPONSOR has not submitted its comments on any materials

submitted to it within ninety (90) days after PRIME SPONSOR has received any such materials, SUBGRANTEE may proceed to publish the materials in the form in which they have been submitted to PRIME SPONSOR but shall include the credit statement and the disclaimer statement set forth above, but without any further comments.

20. Patents

If any discovery or invention arises or is developed in the course of or as a result of work performed under this SUBGRANT, SUBGRANTEE shall refer the discovery or invention to PRIME SPONSOR. The SUBGRANTEE hereby agrees that determination of rights to inventions or discoveries made under this agreement shall be made by the United States Federal Department of Labor, or its duly authorized representatives, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of DOL, or its duly authorized representative, shall be accepted as final. SUBGRANTEE agrees and otherwise recognizes that PRIME SPONSOR and/or the United States Federal Department of Labor shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

21. Personnel

(a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under the SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR.

(b) All of the services hereunder will be performed by SUBGRANTEE or

1 under his/her supervision, and all personnel engaged in the work
2 shall be fully qualified and shall be authorized under State and
3 local law to perform such services.

4 (c) None of the work or services covered by this SUBGRANT shall be
5 subcontracted without the prior written approval of PRIME SPONSOR.

6 (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours
7 of an employee in anticipation of hiring an individual with funds
8 available under Titles II-D or VI. In addition, no participant
9 shall be used to fill positions or provide services normally
10 provided by temporary, part-time, or seasonal workers or contracted
11 out, or to fill full-time vacancies. SUBGRANTEE shall not hire any
12 person into any job funded under TITLES II-D and VI when any other
13 person is on lay-off from the same or any substantially equivalent
14 job.

15 (e) SUBGRANTEE represents that it has objective personnel policies and
16 practices for recruitment, selection, promotion, classification,
17 compensation, and performance evaluation that are reflective of
18 the Intergovernmental Personnel Act Merit Principles. SUBGRANTEE
19 understands that all personnel policies and practices shall be
20 subject to validation in accordance with the Federal Uniform
21 Guidelines on Employee Selection procedures dated August 25, 1978.

22 22. Assignments and Subletting

23 No performance of this agreement or any portion thereof may be assigned
24 or subcontracted by SUBGRANTEE without the express written consent of the
25 PRIME SPONSOR or his designee and any attempt by the SUBGRANTEE to
26 assign or subcontract any performance of this agreement without the
27 express written consent of the PRIME SPONSOR or his designee shall be
28 null and void and shall constitute a breach of this agreement. Whenever

1 the SUBGRANTEE is authorized to subcontract or assign, he will include
2 all the terms of this agreement in any such subcontract or assignment.

3 23. Alterations

4 No alteration or variation of the terms of this SUBGRANT shall be valid
5 unless made in writing and signed by the parties hereto.

6 24. Waiver

7 The waiver by PRIME SPONSOR of any default, breach or condition shall
8 not be construed as a waiver on the part of the PRIME SPONSOR of any
9 other default, breach or condition, or any other right hereunder.

10 25. Successors

11 This SUBGRANTEE shall bind and inure to the successors in interest of
12 PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had
13 been expressly named herein.

14 26. Clear Air Act of 1970

15 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees
16 to comply with all applicable standards, orders, or regulations issued
17 pursuant to the Clean Air Act of 1970.

18 27. Nepotism

19 Neither SUBGRANTEE nor any of SUBGRANTEE's contractors shall hire, or
20 cause or allow to be hired, a person into an administrative capacity,
21 staff position or public service employment position funded under CETA,
22 if a member of his or her immediate family is employed in an administra-
23 tive capacity for the PRIME SPONSOR, SUBGRANTEE or any employing
24 contractor. However, where a state or local statute regarding nepotism
25 exists which is more restrictive than the above policy, the eligible
26 applicant should follow the State or local statute in lieu of the above
27 policy.

28 (a) The term "member of the immediate family" includes: wife, husband,

son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, anut, uncle, niece, nephew, step-parent, and step-child.

(b) The term "administrative capacity" includes those persons who have overall administrative responsibility for a program, including all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, such as members of the PRIME SPONSOR Planning Council, or Private Industry Planning Council, who are not economically disadvantaged, other official who have influence or control over the administration of the program, as set forth in 20 CFR 676.66 (c)(2).

(c) The term "staff position" includes all CETA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

28. Affirmative Action Policy

SUBGRANTEE is hereby advised that PRIME SPONSOR has implemented a formal Affirmative Action Program for persons employed in or participating in PRIME SPONSORS CETA Programs and shall also be applicable to persons employed in or participating under the performance of this agreement. Responsibility for administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors. A copy of this Plan is attached hereto as exhibit A.

29. Non-Discrimination

SUBGRANTEE shall comply with the requirements of 20 CFR § 676.52 regarding non-discrimination.

30. Federal Aid

It is understood by the parties hereto that neither this Agreement nor

any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

31. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose, PRIME SPONSOR shall receive a statement from SUBGRANTEE's insurer certifying to PRIME SPONSOR that all personnel of SUBGRANTEE handling funds received from PRIME SPONSOR for disbursement under this Agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until the coverage initially approved by PRIME SPONSOR has been reinstated, or equivalent coverage has been obtained.

32. Insurance

(a) Public Liability. During the term of this SUBGRANT, SUBGRANTEE shall maintain in full force and effect a policy of public liability insurance with minimum coverage in an amount satisfactory to PRIME SPONSOR. If PRIME SPONSOR so requests, SUBGRANTEE shall cause PRIME SPONSOR to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right to subrogation against PRIME SPONSOR.

(b) Workers' Compensation. During the term of this SUBGRANT, SUBGRANTEE shall comply fully with the terms of the law of California concerning Workers' Compensation. Said compliance shall include, but not be

1 limited to, maintaining in full force and effect one or more policies
2 of insurance insuring against any liability SUBGRANTEE may have for
3 Workers' Compensation.

4 33. Entire Agreement Modifications

5 This Agreement constitutes the entire agreement between the parties
6 hereto for services furnished pursuant to this Agreement. This Agreement
7 may be modified, altered, or revised only upon the written consent of
8 both parties hereto.

9 34. Notices

10 All notices to be given SUBGRANTEE may be given by deposit in the United
11 States mail, postage prepaid, addressed to SUBGRANTEE at the address set
12 forth on the Signature Sheet. Wherefore, the parties have executed this
13 SUBGRANT No. 80-363.

14 35. Federal Regulations

15 The Comprehensive Employment and Training Act Regulations, 20 CFR Parts
16 675, 676, 677, 678, and 679, 41 CFR Part 29-70, and 5 CFR 900 are
17 attached hereto and incorporated into this SUBGRANT.

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COUNTY OF YOLO PRIME SPONSOR

X Twyla J. Thompson
(Signature of Authorized Officer)

Twyla J. Thompson, Chairman County
Yolo Board of Supervisors

(Title of Authorized Officer)

SELF DIRECTED PLACEMENT, CORP.

(Legal Name of SUBGRANTEE)

James E. Miller
(Signature of Authorized Officer)

Oct 7, 19 80 VICE PRESIDENT

(Date)

(Title of Authorized Officer)

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FEDERAL REGULATIONS SIGNATURE PAGE

Attachments 20 CFR, Parts 675, 676, 677, 678, 679, and 680; 41 CFR, Part 20-70; and 5 CFR, Part 900; are not included in this copy of the contract in order to save paper.

Subgrantee acknowledges that copies of 20 CFR, Parts 675 through 679 and 41 CFR 20-70 are included in one copy of this contract, and that the Signature Page to that attachment has been signed.

SELF DIRECTED PLACEMENT, CORP.

Name of Subgrantee

James L. Miller

Authorized Signature

Oct. 7, 1980

Date

ASSURANCES AND CERTIFICATIONS

1. The SUBGRANTEE assures and certifies that:
 - a. It will comply with the Requirements of the Comprehensive Employment and Training Act of 1973 as amended (PL 93-203, PL 93-567, PL 94,444, and PL 95-524), hereinafter referred to as CETA, and with the regulations promulgated thereunder.
 - b. It will comply with 41 CFR Part 29-70, "Public Contracts and Property Management, Federal Standards for Federally Funded Grants and Agreements"; Federal Management Circular 74-4; and Office of Management and Budget Circular A-102.
 - c. It will comply with the requirements of C.E.T.A. and with the regulations promulgated thereunder, including 41 CFR Part 29-70 and 5 CFR Part 900.
 - d. In accordance with Title VI of the CIVIL Rights Act of 1964, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The SUBGRANTEE will take affirmative action to ensure that applicants are employed, and race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. (PL 88-352).
 - e. It agrees to post in conspicuous places notices setting forth the provisions regarding equal opportunity employment.
 - f. It will in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - g. It will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Subgrantees commitments under section 202 of Executive Order 11246 of September 24, 1965 as amended and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - h. It will comply with all provisions of the Executive Order 11246 of the rules, regulations, and relevant orders of the Secretary of Labor.
 - i. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations and orders.

- j. In the event of the Subgrantees non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- k. The Subgrantee will include the portion of the sentence immediately preceding paragraph (d) and the provisions of paragraphs (d) through (k) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.
- l. Provisions for the Subgrantee to grieve or complain any disputes through the Prime Sponsor have been established and shall be resolved pursuant to the terms stipulated in 20 CFR, part 676, subpart F.
2. The SUBGRANTEE further assures and certifies that if the regulations promulgated pursuant to CETA are amended or revised, it shall comply with them.
3. In addition to the requirements 1 and 2 above, and consistent with the regulations issued pursuant to CETA, SUBGRANTEE makes the following further assurances and certifications:
 - a. Services and activities provided under this contract will be administered by or under the supervision of the SUBGRANTEE.
 - b. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - c. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employers.
 - d. It will comply with the requirements that no program under the Act involve political activities (20 CFR 676.69).
 - e. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (20 CFR 676.62).

- f. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (20 CFR 676.7).
- g. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (20 CFR 676.73).
- h. Training will not be for any occupations which require less than two weeks of pre-employment training unless there are immediate employment opportunities for that person available in that occupation (20 CFR 676.25 - 1 (6)(2)).
- i. CETA funds shall supplement, and not supplant, the level of funds that would otherwise be made available from non-Federal sources for the planning and administration of programs (20 CFR 676.73 (a)(2)).
- j. No funds made available under CETA shall be used for lobbying activities in violation of 18 USCA1913.
- k. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.
- l. It shall take appropriate steps to provide for increased participation of qualified special disabled and Vietnam-era veterans with special emphasis on qualified veterans who served in the Indo-China theater on or after August 5, 1964, and on or before May 7, 1975, assuring through adequate training and employment opportunities for such veterans in its programs (20 CFR 676.30 a(a)).
- m. It shall to the maximum extent feasible coordinate services with the appropriate Veterans Administration facilities in utilizing the apprenticeship and other on-the-job training activities available under Section 1787 of Title 38 U.S. Code, and it shall consult with the appropriate apprenticeship agency concerning any training activities in apprenticeable occupations (20 CFR 676.23(i)).
- n. For programs authorized under Title IIB, it shall not reduce the level of service for youth provided during the operation of fiscal year 1977 Title I grants (20CFR 677.13(c)(3)).

- o. For programs of public service employment under CETA, it shall give preference in enrollment to those persons who are most severely disadvantaged in terms of length of unemployment and their prospects for finding unsubsidized employment (20 CFR 676.30a(b)).
- p. For programs of public service employment under CETA, it shall analyze and reevaluate job descriptions and qualification requirements at all levels of employment with a view toward removing artificial barriers to employment (20 CFR 676.52(e)(2)).
- q. For programs of public service employment under CETA, no jobs will be created in promotional line that will infringe in any way upon promotional opportunities of person currently in jobs not funded under CETA (20 CFR 676.73).
- r. It possesses legal authority to apply for the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the SUBGRANTEE'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- s. Appropriate standards for health and safety in work and training situations will be maintained (676.27(f)).
- t. It will provide workers' compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act, including medical, accident and income maintenance insurance, at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system. Where coverage of similarly employed, non-CETA employees is provided through a self-insurance system, coverage of any CETA participants shall also be provided through that system. Where participants are employed or engaged in any CETA program where others are similarly employed are not covered by an applicable workers' compensation statute, CETA participants shall be provided with medical and accident insurance coverage provided under the applicable State workers' compensation statute (20 CFR 676.27).
- u. Institutional skill training and training on-the-job shall only be for occupations in which the prime sponsor has determined there is reasonable expectation for employment (70 CFR 676.25-1(b)(1)).
- v. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal,

State, or local law, otherwise applicable. Wages paid to participants with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec.6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

- w. All laborers and mechanics employed by contractors or subcontractors in any construction, alteration, or repair, including painting and decorating of projects, buildings, and works which are federally assisted under this Act, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5). The Secretary shall have, with respect to such labor standard, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (14 F.R. 3176; 64 Stat. 1267) and section 2 of the Act of June 1, 1934, as amended (48 Stat. 948, as amended; 40 U.S.C. 276(c)). (CETA section 125).
- x. For programs of public service employment activities under Title II-D, SUBGRANTEES shall, for those participants who are determined on the basis of their employability development plans to be in need of additional training and services, refer participants to appropriate training and services which are previously approved by the Prime Sponsor (20 CFR 677.53).
- y. Except for Title VI projects, PSE jobs shall be entry level (20 CFR 676.25-3(e)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

SELF DIRECTED PLACEMENT, CORP.
(Legal Name of SUBGRANTEE)

Oct. 7 1980
(Date)

James F. Miller
(Signature of Authorized Officer)

VICE PRESIDENT
(Title of Authorized Officer)

EXHIBIT A

DETA AFFIRMATIVE ACTION PLAN

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
AFFIRMATIVE ACTION PLAN

Approved By:
Board of Supervisors
of the County of Yolo
July 31, 1979

POLICY STATEMENT
ENGLISH & SPANISH

COUNTY OF YOLO
EMPLOYMENT AND TRAINING ADMINISTRATION
Affirmative Action Policy

It is the policy of the County of Yolo Employment and Training Administration (YCETA) to provide equal opportunity and employment for all persons employed in or participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities for all its employees and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

The Yolo County Board of Supervisors, the governing body of the County of Yolo Employment and Training Administration, in accordance with the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964 (as amended by the Equal Opportunity Act of 1972) and Revised Order #4 of the Federal Register, is committed to the implementation of the County of Yolo Employment and Training Administration Affirmative Action Program for persons employed in or participating in its programs.

In order to insure compliance with equal employment opportunity laws and the County of Yolo Employment and Training Administration policy, a formal Affirmative Action Program for persons employed in or participating in YCETA programs has been developed for immediate implementation. Specific actions required by this plan will include:

- A. Employment of minorities and women employees at all levels in YCETA by implementing programs for recruiting, selecting, hiring and promoting individuals of such groups.
- B. Establish a monitoring system of all employment practices related to the employment of women and minorities.
- C. Establish specific goals, timetables and records for measuring success or failure in complying with laws of nondiscrimination.
- D. Insure that all employees have equal opportunities and equal treatment.
- E. Insure that disciplinary action be taken in instances where individuals give inadequate cooperation or obstruct the goals of the program.
- F. Post this policy statement in minority communities and utilize minority and female-oriented news media to maintain communication regarding equal employment opportunity.

Responsibility for the administration of the Affirmative Action Program has been delegated to the County Administrative Officer, with the support of the Yolo County Board of Supervisors.

All managerial personnel of the County of Yolo Employment and Training Administration are expected to commit themselves to the accomplishment of the goals of this program.

Except as provided herein, this policy shall be applied to all employees, or applicants for employment under CETA. The County of Yolo is bound by the provisions of a Consent Decree entered in Mexican American Concilio, Inc., et al. vs. County of Yolo, United States District Court of the Eastern District of California No. CIV S74-371 TJM and various orders issued therein and by the County of Yolo Affirmative Action Plan and goals and timetables approved by the Court therein. Absent approval of the Court, nothing in this policy shall require the County of Yolo or its County of Yolo Employment and Training Administration to take any action in violation of any order issued therein. This shall not prevent the County of Yolo Employment and Training Administration from adopting and implementing policies, standards, and programs in excess of minimum requirements imposed by any such order; and the choice of YCETA to do so shall not be deemed to be an admission in any matter in connection with the Mexican American Concilio, Inc. litigation.

DAVID D. ROWLANDS, JR.
County Administrative
Officer

BETSY A. MARCHAND
Chairman
Yolo County Board of Supervisors

Date: _____

Date: _____

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

DECLARACIÓN DE ACCIÓN AFIRMATIVA

El objetivo de ésta declaración de la Yolo County Employment and Training Administration es el proveer oportunidad equitativa y empleo a todas las personas basandose en sus méritos y aptitud; el prohibir la discriminación por razones de edad, sexo, raza, color, origen nacional, desventaja física o mental, religión, afiliación política o creencias; el proveer oportunidades promocionales para todos los empleados y el realizar hasta donde sea posible, y por medio de acción afirmativa, una diversidad de empleados en la que estén representados los diferentes grupos culturales establecidos en el condado de Yolo.

El cuerpo gobernante de la Yolo County Employment and Training Administration, de acuerdo con la Orden Ejecutiva del Presidente #11246 (enmendada por la orden #11375), el Título VI del Decreto de Derecho Civil de 1964 (enmendada por el Decreto de Oportunidad Equitativa de Empleo de 1972) y la Orden Revisada #4 del Registro Federal, se ha comprometido a la implementación del Programa de Acción Afirmativa de la Yolo County Employment and Training Administration.

Con el objeto de asegurar el cumplimiento de los principios de las leyes de oportunidad equitativa de empleo de las Yolo County Employment and Training Administration, un programa formal de Acción Afirmativa se ha desarrollado para su implementación inmediata. Las acciones específicas requeridas por esta plan incluirán:

- A. Empleo de personas de las minorías y mujeres y en todos los niveles de empleo en la Agencia por medio de la implementación de programas de reclutamiento, selección, empleo y promoción de individuos de dichos grupos.
- B. Establecer un sistema de control de todas las prácticas de empleo relacionadas con el empleo de minorías y mujeres.
- C. Establecer objetivos específicos, guías y registros para así determinar el éxito o la falla en el cumplimiento de las leyes que prohíben la discriminación.
- D. Asegurar que todos los empleados reciban oportunidades y tratamiento iguales.
- E. Asegurar que se apliquen medidas disciplinarias en aquellos casos en los que existan individuos cuya cooperación es inadecuada u obstruyan el cumplimiento de los objetivos del programa.
- F. Colocar esta declaración en las comunidades minoritarias y utilizar los medios de comunicación orientados a las minorías y mujeres y así mantener comunicación con relación a oportunidades equitativas de empleo.

La responsabilidad de la administración del Programa de Acción Afirmativa ha sido delegada al Administrador Ejecutivo, con el apoyo del cuerpo gobernante de la Mesa de Supervisores del Condado de Yolo.

Se espera que todo el personal administrativo de la Yolo County Employment and Training Administration se comprometan al cumplimiento de los objetivos de este programa. Esta ley es aplicable a todos los empleados, y aplicantes para empleo con CETA.

DAVID D. ROWLANDS, JR.

BETSY A. MARCHAND
Mesa de Supervisores, Condado de Yolo

Fecha: _____

Fecha: _____

I. COMPLIANCE STATEMENT

I, JEROME F. MILLER, AM RESPONSIBLE FOR
SELF DIRECTED PLACEMENT CORP. AFFIRMATIVE ACTION PLAN,
NAME OF SUBAGENT

I HAVE READ YOLO COUNTY EMPLOYMENT AND TRAINING
ADMINISTRATION'S AFFIRMATIVE ACTION PLAN, UNDERSTAND IT
AND AM WILLING TO WORK WITH YOLO COUNTY EMPLOYMENT AND
TRAINING ADMINISTRATION STAFF TO INSURE THE OVERALL
COMPLIANCE OF THE PLAN.

Jerome F. Miller
SIGNATURE OF THE PERSON RESPONSIBLE

STATEMENT OF THE WORK TO BE PERFORMED

Organization

Self Directed Placement Corporation (SDP) is a private, for profit, California corporation with main offices in San Diego, California. It has provided training services for public and private agencies since 1974, and currently operates "Job Search" Activities for local governments under the Comprehensive Employment and Training Act (CETA) in a number of areas throughout the county. Activities include training of unskilled, unemployed, or underemployed such as CETA eligibles, welfare recipients, veterans, displaced homemakers, and others; as well as Public Service Employment (PSE) workers seeking unsubsidized employment at the conclusion of their CETA eligibility.

Job Search Workshop Activity

Self Directed Placement Corporation will offer a group dynamics approach with emphasis on breaking the dependency between subsidized public programs and the individual seeking a job. SDP will stress individual initiative and responsibility and teach a methodology that is applicable for the duration of the individual's life.

Each SDP Job Search Workshop will consist if one week (first week) of extensive classroom instruction followed by three weeks of self-directed job search with participants utilizing the methodology taught in the classroom. Each day will begin at 8:30 a.m., and end at 4:00 p.m., making each day a seven-hour day; comprising a 35-hour work week. This will total a maximum of one hundred forty (140) hours per student, per class, over a four (4) week consecutive period.

SDP will operate job search workshops consisting of extensive classroom instruction and self-directed job search as described above in both the Woodland and East Yolo areas. A workshop will be conducted in each location each month and the PRIME SPONSOR will guarantee a minimum of twenty (20) enrollments per month, as evenly divided as possible between the two workshops, for a minimum of two hundred forty (240) enrollments into twentyfour (24) workshops. SDP will accept a maximum of twentyeight (28) enrollments. SDP and PRIME SPONSOR will jointly develop a schedule of classes and referral times in order to facilitate enrollments into the workshop.

Each participant enrolled into the workshop will be provided copyrighted SDP materials for use throughout the training period. Instruction includes, but is not limited to:

- A. How to prospect and find job openings;
- B. Where to look for a particular job;
- C. How to accomplish job location in the shortest time period;
- D. Self-evaluation -- learning what they have to offer an employer;
- E. Evaluating the employer, to better project their talents or skills toward a specific position and/or company;

- F. Learning how to anticipate possible objections to being hired;
- G. Correct job application form writing;
- H. Correct resume writing, when and if needed;
- I. Correct interviewing techniques, with use of a closed circuit TV monitor system;
- J. Instruction in the correct follow-up procedure to an interview;
- K. Appearance and dress, and how they effect the hiring process;
- L. Attitudinal changes to the World of Work; and
- M. Strong motivational approach to convince students they are able to find job openings themselves.

SDP will employ extensive audio visual techniques in the workshop. Pre- and post-mock interviews are conducted for all students. SDP produced video tapes are presented as learning aids during the classroom segments of the program.

Self-directed job search activities will utilize an SDP facility as operating base. Participants will use the methodology of job search taught in the classroom activity which includes various aspects of job prospecting, with particular emphasis on the use of the telephone.

Participant Referral and Selection Procedure

PRIME SPONSOR Staff will select appropriate clients for referral to the SDP staff based on the following criteria:

- 1) Not chronic substance abusers;
- 2) Not developmentally disabled;
- 3) Functionally literate;
- 4) Have a functional use of the English language; and
- 5) Possess a sincere desire and willingness to work.

Clients may be unskilled or semi-skilled, and do not necessarily have to have a specific occupational goal. However, in most cases, a general goal area will be defined in the Employment Development Plan prepared by Prime Sponsor staff. It is anticipated that when feasible placements will be reflective of the goal stated in the EDP.

Once individuals have been selected for referral by the Prime Sponsor Staff, they will be referred for a scheduled pre-workshop interview with the SDP staff. This interview will take place 3 - 5 days prior to the beginning of the workshop. Employability Development Plans or some other supporting documentation will be developed for each client referred and will accompany the client to the pre-workshop interview. The scheduling of interviews will be coordinated in advance with the SDP staff. Should SDP staff choose not to select any number of the clients referred, they will notify The Prime at once. The Prime will then initiate additional referrals.

Following the interviews, the SDP staff will inform a designated contact person in each office of those clients selected for program participation. On the first day of class, SDP will inform the Prime Sponsor of any no-shows. Prime Sponsor will attempt to initiate additional referrals during the morning of the first day of class in order to bring enrollments up to the guaranteed minimum. If this is not possible, Prime Sponsor will initiate additional referrals into the next regularly scheduled class.

If at any point throughout the workshop a client is terminated, the counselor or designated person will be contacted immediately regarding the circumstances leading up to the termination. In addition, if at any point, program participants are experiencing any difficulties that the Prime Sponsor staff should be aware of and may assist with, the appropriate staff member would be contacted as soon as possible by SDP staff.

Prime Sponsor staff will provide any additional information and assistance to insure ultimate client success.

Reporting of Participant Outcomes

Within 5 working days after a participant has secured employment, SDP will notify the Participant Services Section of the Prime Sponsor in writing so that Prime may complete termination forms. Written notification will include the following:

- 1) Participant name;
- 2) Last date of involvement with JSAP;
- 3) Beginning date of employment;
- 4) Name, address, phone number of employer;
- 5) Name of position secured;
- 6) Dictionary of Occupational Titles Code for position secured;
- 7) Starting wage;
- 8) Hours/week of employment;
- 9) Anticipated duration of employment;
- 10) Any new address, phone, etc. on participant; and
- 11) Whether or not the position secured is related to the CETA training (if applicable).

Should a participant drop out of the JSAP or complete the entire 4 weeks of JSAP without securing unsubsidized employment, SDP shall, within 5 working days provide written notification to the Participant Services Section of the Prime Sponsor. Written notification shall include the following:

- 1) Participant's name;
- 2) Last date of involvement with SDP;
- 3) Reason for leaving the program (if known);
- 4) Any positive outcome (if known and verified); and
- 5) Any new address, phone, etc. on participant.

Method of Payment

SDP will be paid by PRIME SPONSOR on a fixed unit cost basis. The method for determining the amount of payment is as follows:

SDP will be paid \$350 per participant completing training. Completion of training is defined as:

- 1) completion by a participant of the first five days of training with paid attendance of at least 28 hours or less in the event of an excused absence which is documented;
- 2) attendance for any length of time for any participant enrolled in the class and subsequently terminated due to ineligibility; or
- 3) placement of the participant into unsubsidized employment within the first 5 days of training.

SDP will be paid an additional \$150 per participant placed into unsubsidized employment during the four weeks of training.

Invoicing Procedures - Subgrantee shall invoice Prime Sponsor at the completion of each class at the rate of \$350 for each participant completing the first week. The invoice will list the participants who complete the first week. After the end of each class, Subgrantee shall invoice Prime Sponsor for those participants who attended the class and who obtained unsubsidized employment, at the rate of \$150 for each participant.

Timekeeping Procedures - Subgrantee shall track participant time for classroom instruction by using a time card to be furnished by the Prime Sponsor. The time card is to be signed by the participant and the instructor. The job search portion of the class shall also be reported on the time card. The job search portion shall be supervised and the instructor and participant shall attest by signature on the time card as to the number of hours each day that was spent on job search. All time cards are to be submitted to the Prime Sponsor each Monday by 9:00 a.m. for the prior week.

Pay Check Distribution - Participants whose sole CETA activity is Job Search Workshop will receive their first allowance check three to four weeks after beginning the class. These checks will be mailed to the participant's home. Public Service Employment participants will receive their pay checks from the employing agency, according to the agency's regular payroll period. All other Job Search Workshop participants will receive their paycheck according to the regular bi-weekly pay schedule. These participants will receive their checks by mail.

SPECIAL PROVISION

Responsibility for determination and verification of eligibility of participants enrolled into activities authorized under this Agreement is solely that of PRIME SPONSOR. Nothing in this Agreement shall cause or allow PRIME SPONSOR to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this Agreement in the event that any participant who completes activities authorized under this Agreement and for which payment is made or found to be ineligible. PRIME SPONSOR may, however, order any participant to be dropped from activities prior to their completion if the participant is found to be ineligible. If the early termination of an ineligible participant causes enrollment in the class to drop below the guaranteed minimum of 20 per month, PRIME SPONSOR will initiate an additional enrollment into the next regularly scheduled class.

FILED

NOV 12 1980

SK

PETER McNAMEE, Clerk

AGREEMENT NO. 80-364

By [Signature]
DEPUTY

(Agreement for Auditing Services)

THIS AGREEMENT, made and entered into this 7th day of October, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, by and through the Board of Supervisors of the County of Yolo, hereinafter referred to as COUNTY, and ERNST & WHINNEY, Certified Public Accountant, hereinafter referred to as AUDITOR,

WITNESSETH:

RECITALS:

1. Audit Requirement. The Board of Supervisors of the County of Yolo is required by Government Code Section 25250 to examine an audit or cause to be audited the financial accounts and records of all officers having responsible for the care, management, collection, or disbursement of money belonging to the County or money received or disbursed by them under authority of law.
2. Retention of Auditor. The Board of Supervisors is authorized by Government Code Section 25250 to employ the services of an independent certified public accountant or licensed public accountant to perform an examination of the financial statements in accordance with generally accepted auditing standards.
3. Cooperation with Grand Jury. The Board of Supervisors desires to cause the audit to be performed in coordination with the investigation conducted by the grand jury under Penal Code Section 925.
4. Auditor. Auditor is an independent certified public accountant and desires to perform the services required by this agreement in accordance with the provisions of Government Code Section 25250 and Penal Code Section 925.

/////

1 AGREEMENTS:

2 1. Employment. The Board of Supervisors of the County of Yolo hereby employs
3 AUDITOR to examine and audit the financial accounts and records of all offices
4 of the County of Yolo having responsibility for the care, management,
5 collection, or disbursement of money belonging to the County of Yolo or money
6 received or disbursed by them under authority of law, for the fiscal years
7 ending June 30, 1980, June 30, 1981, and June 30, 1982; and AUDITOR hereby
8 accepts said employment and agrees to perform such audit in accordance with
9 the terms and conditions of this Agreement.

10 2. Scope.

11 A. Standard. The audit will be conducted in accordance with
12 generally accepted auditing standards, giving appropriate consideration to the
13 American Institute of Certified Public Accountants' Industry Audit Guide,
14 "Audits of State and Local Government Audits," and the NCGA Publication,
15 "Governmental Accounting, Auditing, and Financial Reporting,".

16 B. Work to be Performed. The work to be performed shall consist of
17 an audit of the accounts of the various offices of the County of Yolo
18 including an examination of the financial statements thereof including the
19 Sanitation, Transit, and Airport Enterprise Funds and (for the years 1981 and
20 1982 only) the Hospital Enterprise Fund. In addition, for the fiscal year
21 ending June 30, 1980, AUDITOR shall perform the services described as to the
22 Hospital Enterprise Fund on pages 5 and 6 of AUDITOR's Proposal to Serve as
23 Independent Accountants to County of Yolo" (hereinafter: Proposal) dated
24 August 6, 1980, a copy of which is attached hereto and made a part hereof. All
25 work to be performed under this agreement shall be performed in accordance
26 with that Proposal.

1 3. Audit Personnel.

2 A. General. AUDITOR shall use only qualified and experienced
3 personnel in conducting the audit.

4 B. Experience. AUDITOR has represented to COUNTY and COUNTY has
5 relied thereon in entering into this agreement, that the experience of the
6 team is as set forth in pages 7 through 12 of the Proposal and that the
7 staffing pattern and structure of the persons to be employed in the audit will
8 be as set forth on page 13 of the Proposal.

9 C. Qualifications. AUDITOR has represented to COUNTY and COUNTY
10 has relied thereon in entering into this agreement, that the qualifications of
11 the professional staff of AUDITOR are as set forth in pages 14 through 19 of
12 the Proposal. AUDITOR agrees to employ only the persons listed in that portion
13 of the proposal performing in the respective staff levels assigned therein;
14 provided however, the AUDITOR may employ additional persons or persons
15 functioning at other staff levels after submitting a resume of the person to
16 COUNTY and obtaining approval by COUNTY.

17 4. Reports.

18 A. Progress Reports. AUDITOR shall make preliminary findings and
19 temporary reports to the Board of Supervisors and also to the Grand Jury of
20 COUNTY as may be advisable should the audit and examination disclose any
21 matter or matters which may be deemed advisable or expedient to bring to the
22 immediate attention of Board of Supervisors or Grand Jury. Such preliminary
23 report or statement may be made orally to Board of Supervisors or to the Grand
24 Jury by AUDITOR or in such written or temporary manner as may be agreed upon.

25 B. Audit Reports. Said audits shall be completed and reports
26 thereon furnished not later than six (6) months following completion of the

1 fiscal year audited. The report shall be furnished together with twenty-four
2 (24) copies thereof.

3 5. Compensation.

4 A. Rate. Consistent with the compensation estimate contained on
5 page 20 of the Proposal attached hereto, the compensation to be paid to
6 AUDITOR shall be based upon the hourly rates set forth below.

<u>Classification</u>	<u>Rate Per Hour</u>
7 Executives	\$60.00-\$90.00
8 Supervisors	\$40.00
9 Seniors	\$35.00
10 Staff	\$28.00

11 In addition, compensation shall include out-of-pocket and travel
12 expenses incurred.

13 B. Total Compensation. Total compensation to AUDITOR under this
14 agreement shall not exceed the following sums:

15 (1) For examination of the COUNTY's financial statements
16 exclusive of the Hospital Enterprise Fund:

17 For the year ending June 30, 1980: \$23,500.00

18 For the year ending June 31, 1981; \$25,500.00

19 For the year ending June 30, 1982: \$27,500.00

20 (2) For the special review or examination of the Hospital
21 Enterprise Fund:

22 For the year ending June 30, 1980: \$6,000.00

23 For the year ending June 30, 1981: \$7,000.00

24 For the year ending June 30, 1982: \$9,000.00

25 C. Invoices. Said compensation shall be paid on the basis of
26

1 monthly invoices submitted by the AUDITOR in the amount of the invoice less
2 10% retention based on the fee schedule set forth above. Each invoice shall
3 set forth the staff level and hours of persons rendering services during the
4 invoice period. The 10% retention shall be paid upon acceptance by the Board
5 of Supervisors of the final audit report for the fiscal year in question.

6 6. Detail Work.

7 Notwithstanding the foregoing, it is expressly understood that in
8 the event AUDITOR encounters any circumstances in the conduct of the audit or
9 irregularities or unforeseen conditions which warrant more detailed investiga-
10 tion or audit not within the scope of the general audit, such circumstances
11 shall be immediately reported to Board of Supervisors and if necessary this
12 agreement may be amended to provide for a more detailed audit and for
13 additional compensation to be paid therefor. In the event such circumstances
14 are encountered, AUDITOR shall immediately report such matter to Board of
15 Supervisors for approval of a more detailed investigation or audit.

16 7. Other Employment.

17 During the term of this agreement, AUDITOR shall not accept any
18 employment by the County of Yolo, or its officers, agents, or employees
19 without the consent of the Grand Jury of the County of Yolo.

20 8. Licenses. AUDITOR shall secure and maintain throughout the term of this
21 agreement all licenses, permits, qualifications and approvals of whatsoever
22 nature which are legally required for AUDITOR to practice its profession and

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1 to perform the expert professional services required by this Agreement.

2 9. Performance.

3 All services performed by AUDITOR shall be done in a diligent and
4 timely manner and in accordance with the best practice and procedures in
5 AUDITOR's profession.

6 10. Delegation and Subcontracting.

7 AUDITOR shall not delegate or subcontract to any other person or
8 organization any portion of the services to be performed hereunder without the
9 written consent of Board of Supervisors, or assign any portion of this
10 agreement; and any attempted or purported assignment of any right or
11 obligation pursuant to this agreement shall be void and of no effect.

12 11. Indemnification.

13 AUDITOR shall indemnify, defend, and hold harmless the County of
14 Yolo, its officers, employees, servants, and agents from and against all
15 claims, demands, lossess, damages, liability, costs or expenses of whatever
16 nature including court costs and counsel fees, accruing or resulting to any
17 person, firm, or corporation who may be injured or damaged by AUDITOR in the
18 performance of this agreement.

19 12. Records.

20 AUDITOR shall keep and maintain complete and accurate program and
21 accounting records showing services performed and costs incurred in connection
22 with the performance of this agreement, including pertinent books, documents,
23 records, and working papers in any way associated with the performance of this
24 agreement which shall be available to the County of Yolo including the Board
25 of Supervisors and Grand Jury and any authorized representatives thereof at
26 any reasonable time during the performance of this agreement and for a period

of six (6) years from and after the date of final payment.

13. Independent Contractor.

It is specifically agreed that in making and executing this agreement, AUDITOR and its agents and employees are independent contractors and are not and shall not be construed to be agents or employees of the County of Yolo and that AUDITOR shall have no authority expressed or implied to act on behalf of COUNTY or to bind COUNTY to any obligation whatsoever.

14. Time.

Time is the essence of this agreement.

15. Alteration.

No alteration or variance of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding not incorporated herein shall be binding on any of the parties hereto.

16. Laws.

AUDITOR shall comply fully with all applicable Federal, State and local laws, ordinances, regulations and permits.

17. Successors.

This agreement shall inure to the benefit and bind the successors of the parties.

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1 IN WITNESS WHEREOF, this agreement has been executed by the parties
2 hereto.

3 Dated: October 7, 1980.

COUNTY OF YOLO, a political
subdivision of the State of
California

6 BY

Twyla J. Thompson
TWYLA J. THOMPSON, CHAIRMAN
BOARD OF SUPERVISORS

8
9 ATTEST:

10 PETER McNAMEE, CLERK

11 BY

Jan Orser
DEPUTY

(SEAL)

12
13 Dated: October 3, 1980.

14 ERNST & WHINNEY
15 Certified Public Accountants

16
17 BY

R R R R

18 The Grand Jury of the County of Yolo approves this Agreement as an
19 agreement of the Board of Supervisors for an examination and audit to be
20 performed in coordination with investigations conducted by this Grand Jury
21 under Penal Code Section 925.

22 Dated:

Nov. 5, 1980

GRAND JURY OF THE COUNTY OF YOLO

23 BY

Arthur A. Park
ARTHUR A. PARK, FOREMAN

24
25 BY

Barbara O. Crowley
26 SECRETARY

Ernst & Whinney

555 Capitol Mall, Suite 650
Sacramento, California 95814

916/447-3237

August 6, 1980

Board of Supervisors
County of Yolo
Woodland, California

Dear Supervisors:

Ernst & Whinney is pleased to submit this proposal for your consideration in the selection of independent accountants for the County of Yolo for the fiscal year ending June 30, 1980. We are very interested in this assignment and are exceptionally well qualified to provide the full range of technical knowledge which is required by the County. Our firm has had extensive experience in providing services to counties and to other public agencies.

In bringing a fresh approach to your County, we plan to emphasize a sense of mutual cooperation and understanding. The audit team has been carefully selected and is especially well suited for successfully providing our full services to the County of Yolo. In addition to the annual financial audit, we contemplate establishing a continuing relationship throughout the year with the County, and will be available at any time to discuss problems the County might have in implementing changes to accounting systems, internal audit procedures, or other appropriate matters.

We know you are justifiably proud of the record established by the County in meeting the needs of your area. All of us at Ernst & Whinney are proud of our ability to provide meaningful and timely service to our clients. We are confident that the County of Yolo will be thoroughly satisfied with the quality and results of our services.

Very truly yours,

Ernst & Whinney

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ENGAGEMENT APPROACH

Within the engagement approach, you have requested that we propose on the annual examination of an audit of the accounts of the various offices of County government, including the four enterprise funds. We have segregated our approach in to (1) examination of the financial statements of the County excluding the Hospital Enterprise Fund, and (2) review of Hospital Enterprise Fund.

EXAMINATION OF COUNTY FINANCIAL STATEMENTS

We will examine the financial statements of the County government, including the Sanitation, Transit, and Airport Enterprise Funds, for the years ending June 30, 1980, 1981, and 1982, and will issue our reports thereon. Our examinations will be performed in accordance with generally accepted auditing standards, giving appropriate consideration to the American Institute of Certified Public Accountants' Industry Audit Guide, "Audits of State and Local Governmental Units," and the NCGA publication, "Governmental Accounting, Auditing, and Financial Reporting."

Planning and Scheduling

The client executive and audit team leader assigned to the engagement will meet with County personnel, including representatives of the Board of Supervisors, to insure that all items of concern to the County are adequately addressed during the course of the engagement. After this initial meeting, we will be able to develop detailed time schedules for each phase of the audit. This will enable our executives to control and manage the progress and completion of the audit, as well as set priorities in performing the engagement. We will then carefully monitor our work insuring that appropriate County personnel are kept apprised of our progress. This approach enables us to manage the audit and complete it on a timely basis with a minimum of disruption to the County.

Our work will be divided into segments which are listed below in order of completion:

- Review and evaluation of the systems of internal control
- Preparation of the audit program
- Tests of accounting system
- Issuance of financial statements
- Management letter

Review and Evaluation of the Systems of Internal Control

We will make a comprehensive review of the existing accounting procedures and systems of internal control. Examples of the systems we would plan to review are:

- Recording and collection of taxes, fees, licenses, and major departmental revenue
- Recording and payment of payrolls
- Procurement of and payments for materials and services
- Recording of revenues from state and federal programs

In reviewing the payroll system, for example, we would document and evaluate the entire flow, including procedures for:

- Employment
- Accounting for time worked, vacations, sick leave, etc
- Approving payroll
- Paying employees
- Deducting amounts for taxes and insurance
- Changing rates of pay
- Terminating employment

The results of our systems and operations review will enable us to determine the degree of reliance we can place on the systems of internal control in establishing the scope, nature, timing, and extent of our auditing procedures.

Preparation of the Audit Program

The knowledge that we would have as a result of our review of internal control will allow us to prepare a detailed audit program of specific audit procedures for each area identified in our plan of audit coverage.

We will prepare detailed audit program sections for each major area of County revenues, expenditures, and year-end account balances. Having the audit program prepared in sections allows us to better administer the progress of the audit and to better evaluate the status of the various phases of completion.

Tests of Accounting System

The extent of our tests of the accounting systems will be determined by our evaluation of the effectiveness of the County's accounting controls and procedures and the relative importance of these controls to the financial position of the County. We plan to make use of statistical sampling procedures to maximize our efficiency and provide a specific degree of reliance that the accounting controls, as described to us, are actually in place and operating.

Our procedures would test compliance with the County's procedures for:

Expenditures

- Salaries and employee benefits
- Services, supplies, and other charges

Revenues

- Taxes, property, and income taxes
- Aid from other governmental agencies
- Services revenue
- Other departmental revenue, such as licenses, permits, and fines

The specific procedures applied will vary depending upon our evaluation of internal controls and the plan of audit coverage.

Year End Examination

After completing the documentation and evaluation of the accounting system, we will re-evaluate the adequacy and scope of our audit program to examine the year end account balances. We will then proceed to audit such areas as cash, accounts receivable, fixed assets, accounts payable, and encumbrances.

Issuance of Financial Statements

After completion of the audit field work we will then, with assistance of County personnel, draft the various financial statements. We anticipate meeting with representatives of the Board of Supervisors and County Administrative Office to formally present our reports and discuss our findings by December 31, 1980.

Management Letter

As a result of our auditing procedures, we will become very familiar with the accounting procedures, financial controls, and other matters within the County. In conjunction with our meeting with County representatives to discuss the financial statements we will also issue discuss the management letter highlighting our significant findings and recommendations for improving the operations of the County. Many of our clients view this letter as a tangible return on their audit investment.

Prior to issuing the management letter, we will review any findings with the appropriate department heads to insure that they understand the nature of our recommendations.

HOSPITAL ENTERPRISE FUND

After reviewing the management letter prepared by the prior year accountants, we do not believe that a financial audit is practical for the year ended June 30, 1980. Accordingly, we suggest that our services for this year would be more beneficial to the County and the Hospital if used in a management consulting capacity. The following is a summary of services which we recommend.

Documentation of Internal Controls and Management Letter

We would document and evaluate the internal controls of the Hospital. We would then issue a separate management letter with respect to the Hospital, outlining any findings we had plus our recommendations for instituting improved procedures.

Specific areas that we would document would include the following.

- Control over contractual agreements with outside agencies to insure that the Hospital properly accounts for the services provided.
- Control over accounts receivable to insure that bad debts are kept to a minimum.
- Inventory controls to insure that adjustments for physical inventory are made on a timely basis.
- Control over fixed assets used in the operation of the Hospital.

Review of Procedures Used in Preparation of Financial Information

We would review the financial statements prepared by the Hospital and work with Hospital personnel over the year to insure that the financial information provided to the Board of Supervisors is prepared in accordance

with generally accepted accounting principles and also provides the necessary additional information required for a good evaluation of the Hospital's performance.

Assuming we accomplish these tasks, we believe we may be in a position to perform an examination of the Hospital's financial statements for the years ending June 30, 1981 and 1982. These future examinations would be performed in accordance with generally accepted auditing standards, and we would use the same type of approach as outlined for the examination of the County's other operating funds.

POST-ENGAGEMENT CRITIQUE

At the conclusion of the 1980 engagement, we propose to have a meeting with County management to critique the audit. No matter how well planned and executed an engagement might be, there are areas that would be approached differently in a subsequent year. The purpose of such a meeting would be to make subsequent engagements more efficient and responsive to the County's needs.

ABOUT ERNST & WHINNEY

Founded in 1903, Ernst & Whinney has experienced a steady and stable growth and today we enjoy a position as one of the largest public accounting firms in the world. Ernst & Whinney is proud of its philosophy of individualized service. In keeping with this philosophy, we maintain over 110 offices in the United States, including offices in the following California cities:

Sacramento
Los Angeles
San Francisco
San Jose
Oakland

San Diego
Fresno
Santa Ana
Century City

Ernst & Whinney has recognized the special problems and needs of certain industries and has established firm-wide committees to insure our awareness of current activities and trends within specific industries. These committees, whose memberships consist of partners located throughout the country, have the responsibility of staying current on legislation, tax considerations, and industry association activities, and of relating this information to each of our offices. Two of these committees have served governmental and health care clients for many years.

Our offices are organized into geographical regions so that most assignments can be handled through an office located in the community involved. This local responsibility insures continuity of service, enables Ernst & Whinney to remain familiar with client operations, and makes it possible to act promptly on matters requiring immediate attention.

Within each of our regions we have full-time governmental and health care specialists who are responsible for coordinating all regional activities and for maintaining close liaison with our National and Washington offices.

Through our Washington, D.C. office we maintain day-to-day contacts with federal agencies. We are therefore able to provide our staff and clients with current interpretations of regulations and rulings, as well as provide consulting services to the various federal agencies.

A significant contribution to Ernst & Whinney's professional services are the formal educational training programs we conduct for our executives and staff members, which require a minimum of 40 hours of formal training annually. Ernst & Whinney has built its own Education Center in Cleveland, Ohio, and currently offers nearly 100 separate courses. A staff member's professional development begins in his or her first year, when the individual is acquainted with the requirements of auditing, consulting, and tax. This training continues throughout the individual's career, with successive years introducing the staff member to more specialized areas of our practice, such as the governmental field.

These courses significantly contribute to our experience in providing services to counties, and include the following governmental training courses:

- Introduction to Local Government
- Budgeting for Governmental Units
- Governmental Accounting and Financial Reporting for Executives
- Governmental Accounting, Auditing, and Reporting
- Governmental Current Matters Seminar

Courses in health care include the following:

- Introduction to Hospitals
- Hospital Auditing and Reporting
- Health Care Financial Forecasting Workshop
- Hospital Reimbursement Workshop
- Hospital Budgeting Workshop

A recent comparison disclosed that Ernst & Whinney offers more hours in local government and health care courses than any other accounting firm.

We now offer the Introduction to Local Government and the Introduction to Hospitals self study courses, which utilize tape cassettes and manuals, to our clients so that they might obtain some direct benefit from our investment in professional development.

Another example of our commitment to Government is the development of our GOVCOST systems to maximize reimbursement of overhead grants. As outlined in the enclosed brochures we were able to aid a California County in identifying an additional \$250,000 of reimburseable overhead costs.

FIRM QUALIFICATIONS AND EXPERIENCE

The County's independent accounting firm should have experience in dealing with government agencies. Ernst & Whinney's Sacramento office has in-depth experience in this area. Our extensive experience benefits your County in the following ways:

- Minimum start-up time in developing an audit program and conducting the examination and special reviews.
- Management letters which address themselves specifically to your key internal controls and contain positive suggestions which are based on actual experience.
- Ability to draw on an organization which has a wealth of experience in the budgeting, accounting and reporting procedures and controls of local and federal government entities.

Nationally, we serve more than 350 government bodies or agencies as auditors. In addition, we serve a significant number of clients in connection with governmental matters in a number of specialized industries. For example, we have conducted cost report audits for more than 2,500 hospitals in connection with Medicare cost reimbursement.

Our experience in audits and special engagements concerning state, county, and local government is extensive. Our Sacramento office involvement in the past few years has included:

- Examination of the financial statements of the Counties of Butte, Stanislaus, and Sutter, including special examinations of the municipal courts.
- Examination of the financial statements of the City of Lodi.

- Compliance audits for several Economic Development Act grants made to the City of Lodi for the construction of sewer facilities.
- Compliance audits of the revenue sharing funds of various counties and cities in Northern California.
- The annual examination of construction and operating costs of the massive California State Water Project. This engagement is performed on behalf of Metropolitan Water District of Southern California, the state's largest water district, and involves the examination and evaluation of the complex cost allocation system maintained by the California Department of Water Resources. Extensive computer applications are used in the engagement and it requires the interaction and coordination with representatives of the California Department of Finance and the United States Bureau of Reclamation.
- Examination of the financial statements of the State University Revenue Bond Funds.
- Current examination of the financial statements of the California State Department of Transportation.

Over the past 50 years, Ernst & Whinney has been a pioneer in serving as accountants and consultants to the health care industry. Nationally, we are the auditors for over 1,000 hospitals and clinics throughout the United States, including 28 to the 100 largest nongovernmental hospitals. In addition, we have provided services to government and fiscal intermediaries in audits of a significant number of hospitals and other health care providers and are auditors for approximately 20% of all Blue Cross and Blue Shield plans.

Our services to the health care industry cover the full spectrum of hospital and health services management relating to planning, organization, finance, personnel, operation and patient care. Our services are the most comprehensive in the profession. This reflects not only the capabilities of our staff, but also the fact that we have made a firm-wide commitment to develop the resources necessary to provide our health care clients with the most efficient and effective services. Our record of achievement is the result of a dedicated effort over many years.

Recent services to health care organizations performed by Sacramento personnel include the following:

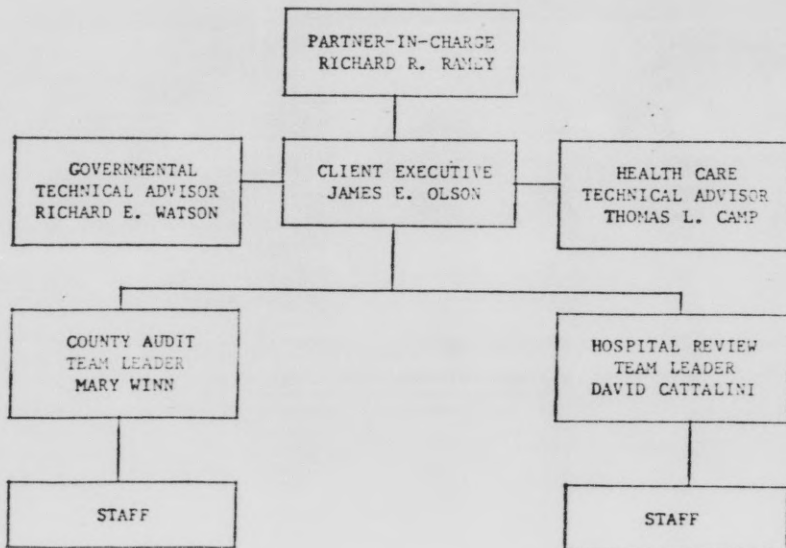
- Financial audit services to Eskaton, which includes American River Healthcare Center, Colusa Healthcare Center, Monterey Hospital, Mount Shasta Healthcare Center, and Doctors Hospital.
- Financial audit services to Feather River Hospital in Paradise, California.
- Management consulting services to the Sacramento Medical Center.
- Development of model budgets and the review of indirect costs for a state health care organization.
- Development and implementation of an accounting and management information system for a county health department, including the evaluation of existing available computerized systems and the need for in-service training.
- Financial audit and management consulting services to Sutter County General Hospital.

STAFFING AND QUALIFICATIONS OF PERSONNEL

Because of the importance of this engagement to our firm, we consider staffing of the utmost importance. Therefore, we have placed special emphasis on identifying and committing those staff members with extensive governmental and health care.

Our staffing commitment is presented in two parts:

- An organization chart showing the client service team we would assemble to serve you.
- Resumes of the members of the service team, setting forth their individual experience and qualifications.



RICHARD R. RAMEY

Mr. Ramey is the partner in charge of our Sacramento office and will be the partner in charge of this engagement. He has had over twenty-five years' experience in public accounting and has been responsible for a large variety of audit and special engagements. Some related experience includes:

- Executive in charge of audits of the Counties of Contra Costa, Stanislaus, Napa, Sacramento, Butte, and Sutter.
- Partner in charge for several years of financial examinations of Eskaton, a multi-location health care group.
- Partner in charge of vocational grant audits under PL 90-576.
- Executive in charge of the continuing review of the cost accounting records and budget review of the California Department of Water Resources as they relate to the multi-billion dollar California State Water Project. He has been associated with this engagement since 1963.
- Organization and direction of a special examination of the cost accounting records of a contractor for the California State Water Project on behalf of the state.
- Organization and direction of the initial audit of a large, multiple-branch financial institution, including a special examination of the accounting systems and internal control features.
- Partner in charge of audits for various clients, including many providing services to the public.

Mr. Ramey obtained a bachelor of science degree in economics and business at the University of Washington. He is a certified public accountant and a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants. He also holds a California teaching certificate in CPA problems. Mr. Ramey is active in numerous civic organizations and currently is secretary of the Sacramento Metropolitan Chamber of Commerce.

JAMES E. OLSON

Mr. Olson is an audit manager in our Sacramento office, and has been with Ernst & Whinney since 1971. He received a bachelor of science degree from the University of California at Berkeley and a master of science degree in accounting from California State University, San Jose.

Since joining Ernst & Whinney, he has had a wide variety of experience, including the following governmental engagements:

- Supervision of the annual financial examination of the records of the County of Sutter for the last two years including the Municipal Court examination.
- Supervision of the audits of the County of Butte and Stanislaus, including a separate examination of revenue sharing funds.
- Supervision of a review of internal control procedures for the County of Tehama.
- Direction of the audits of school district vocational education programs. Expenditures of the program were financed by grants made available under the Vocational Educational Act of 1968.
- Field responsibility in a special cost reimbursement study performed for the Department of General Services.
- Senior accountant responsible for the annual audit of Placer County Water Agency.

Mr. Olson is a certified public accountant, a member of the American Institute of Certified Public Accountants, and is a member of several other professional and civic organizations.

RICHARD E. WATSON

Mr. Watson is the Regional Coordinator of Governmental Services for the Western Region of Ernst & Whinney. He received a bachelor of arts degree in political science from the University of California at Los Angeles and has done post-graduate work in both public administration and education.

Mr. Watson has more than 22 years of experience with all levels of state and local government. Immediately prior to joining Ernst & Whinney in the Sacramento office, Mr. Watson served as the Executive Director of the County Supervisors Association of California.

Several of his many accomplishments include the following:

- Served in various administrative capacities with California local governments, including City Manager of Milbrae, Assistant City Manager of Alameda and Monterey, and administrator with Los Angeles County.
- Developed new policies and procedures in the areas of budgeting, accounting, and personnel and developed new planning guidelines and policies for local governments.
- Completed the first comprehensive review of California county government through a county modernization project. The final report of this project recommended numerous improvements such as consolidation, elimination of redundancies, private contracting, and simplification of bureaucratic "red tape".
- Developed new procedures and information systems to effect better control of expenditure programs.

Mr. Watson is an active member in the International City Management Association and the American Society for Public Administration and served as a member of the Executive Committee of the League of California Cities City Managers' Department. He has been a guest lecturer at numerous governmental and educational seminars and has contributed articles to several professional publications.

THOMAS L. CAMP

Mr. Camp is the partner in charge of health care services for Northern California. He joined our Detroit office in 1964 after obtaining a Bachelors degree from Michigan State University and transferred to the Oakland office in 1968. In 1971, he transferred to our San Francisco office to direct the firm's health care service department. He is a certified public accountant and a member of the California Hospital Association, the Hospital Financial Management Association, the American Institute and California Society of Certified Public Accountants.

He has directed more than 100 health care audit and consulting assignments. The consulting assignments include third-party reimbursement studies, price, wage and other regulatory controls, receivables management, financial feasibility studies, budgeting and long-range planning.

Mr. Camp's achievements in the health care field have resulted in his appointment as an instructor in a number of training programs. He has conducted workshops on hospital accounting, cost reimbursement, and Phase II and III matters for Blue Cross, Hospital Financial Management Associations, and the California CPA Society. He currently serves on the firm's National Health Care Committee, is chairman of the California CPA Society Health Care Accounting and Auditing Committee and is a consultant to the Hospital Economics Committee of the Hospital Council of Northern California.

MARY HERSHIDE WINN

Ms. Winn, a senior accountant in the Sacramento office, received a bachelor of science degree from Northern Arizona University and has been with Ernst & Whinney since 1976. She is a certified public accountant and a member of the American Institute of Certified Public Accountants and the California Society of Certified Public Accountants.

Ms. Winn's experience with governmental and health care clients includes the following:

- Senior in charge of field work of the examination of the financial statements of Sutter County for the past two years.
- Senior in charge of the audit of Sutter Community Hospital for the past two years.
- Senior in charge of the examination of the financial statements of Stanislaus County.
- Senior in charge of a multi-year examination of the financial statements of Feather River Hospital.
- Participation in the examination of the financial statements of Eskaton, a multi-location health care group.
- Participation in the examination of the accounting records of the California Department of Water Resources on behalf of a municipal water utility client.
- Management consulting services to a county hospital and the development of an accounting and financial reporting system for a public health department.
- Participation in the examination of the revenue bond funds for a California State University campus.
- Senior in charge of field work for the audit of a national judicial college.

DAVID CATTALINI.

Mr. Catalini is an audit manager. He received a Bachelors degree from California State University, Sacramento, where he was named the Outstanding Student in Accounting and Undergraduate of the Year for the School of Business. He is a certified public accountant.

Mr. Cattalini's experience with Ernst & Whinney includes planning and supervising financial audits of hospitals and other related health care organizations. He has assisted clients in preparing cost reimbursement reports, participated in Medicare and Medi-Cal reimbursement studies and directed the audits of more than 50 cost reports as a contract auditor for Blue Cross of Northern California. He has also participated in rate review studies, financial feasibility studies and the implementation of the California Health Facilities Commission accounting system at a large metropolitan teaching hospital.

Mr. Cattalini is a member of the American Institute and California Society of Certified Public Accountants, the Hospital Financial Management Association and the Institute of Internal Auditors. He currently serves on the faculty at Golden Gate University in the graduate health services administration program.

ENGAGEMENT FEE AND TIME ESTIMATES

Our fees are based upon established hourly rates for individuals assigned to the engagement, plus any out-of-pocket and travel expenses incurred. As we have segregated our approach into distinct areas we are also segregating our fees into two separate categories.

Our fee for the examination of the County's financial statements, exclusive of the Hospital Enterprise Fund will not exceed \$23,500 for the year ended June 30, 1980. Audit fees for the fiscal years 1981 and 1982 would increase only for inflation at a maximum rate of \$2,000 per year.

Our fee for the special review of the Hospital Enterprise Fund will not exceed \$6,000 for the year ended June 30, 1980. Since our special review will also include testing a portion of your 1981 operations, our fees for the 1981 and 1982 examination of the Hospital Enterprise Fund financial statements will not exceed \$7,000 and \$9,000, respectively.

Our fees are based upon the following rates per hour for the individuals involved:

<u>Classification</u>	<u>Rate per hour</u>
Executives	\$60 - \$90
Supervisors	\$40
Seniors	\$35
Staff	\$28

Should the actual cost, when calculated on an hourly basis plus out-of-pocket expenses, be less than the estimates, we will charge the County the lower amount.

We will bill for our services on a monthly basis for the costs incurred to date, less a 10% retention which will be due and payable by the County upon acceptance of our reports.

FILE

OCT 14 1980

DEPT. OF SOCIAL SERVICES
By *[Signature]*

BK

AGREEMENT NO. 80-365

(LEGAL SERVICES OF NORTHERN CALIFORNIA, INC.)

THIS AGREEMENT, dated for convenience this 14th day of OCTOBER, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and LEGAL SERVICES OF NORTHERN CALIFORNIA, INC., non-profit organization hereinafter referred to as "PROVIDER",

WITNESSETH:

RECITALS:

A. COUNTY is desirous of making provisions for legal services to the senior citizens of Yolo County.

B. PROVIDER is a non-profit agency capable of providing such service.

C. PROVIDER represents that it possesses the necessary facilities and supplies to provide the desired services.

D. PROVIDER agrees to carry out the services for COUNTY described herein under the terms and conditions set forth in this agreement.

AGREEMENTS:

1. PROVIDER shall provide within their resource limitations those services described in Exhibit A which is attached hereto and incorporated by this reference.

2. PROVIDER hereby promises and undertakes to use all of said funds exclusively for those services described in Exhibit A. PROVIDER shall be liable to the COUNTY for funds improperly expended.

3. PERSONNEL. PROVIDER shall assign only competent personnel to perform services pursuant to this agreement.

4. ASSIGNMENT OR SUBLETTING. No performance of this agreement or any portion thereof may be assigned or subcontracted by PROVIDER without the express written consent of COUNTY and any attempt by PROVIDER to assign or subcontract

any performance of this agreement without the express written consent of COUNTY shall be null and void and shall constitute a breach of this agreement. Whenever PROVIDER is authorized to subcontract or assign, it will include all the terms of this agreement in any such subcontract or assignment.

5. EXCULPATORY CLAUSE. PROVIDER shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from and against all claims, demands, losses, damage, liability, cost, and expenses of whatever nature, including court costs and counsel fees accruing or resulting to any person, firm or corporation who may be injured by PROVIDER in the performance of this agreement.

6. INSURANCE.

A. Public Liability. During the term of this contract, PROVIDER shall maintain in full force and effect a policy of public liability insurance with minimum coverages in an amount satisfactory to COUNTY. If COUNTY so requests, PROVIDER shall cause COUNTY to be named as an additional insured on said policy and shall obtain a waiver of the insurer's right of subrogation against COUNTY.

B. Worker's Compensation. During the term of this contract, PROVIDER shall comply fully with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to maintaining in full force and effect one or more policies of insurance insuring against any liability PROVIDER may have for worker's compensation.

7. TERMINATION. Either party shall have the right to terminate this agreement at its sole discretion at any time upon sixty (60) days' written notice to the other. COUNTY shall also have the right to terminate this agreement immediately for failure of PROVIDER to comply with the terms and conditions of this agreement. In the case of early termination, a final payment will be made to PROVIDER upon receipt of a report covering compensation earned to

1 termination. In the event of such immediate termination, COUNTY may proceed
2 with the work in any manner deemed proper by the COUNTY. The cost to COUNTY
3 shall be deducted from any sum due to PROVIDER under this agreement, and the
4 balance, if any, shall be paid PROVIDER upon demand.

5 8. RECORDS. PROVIDER shall maintain a complete and accurate program and
6 accounting records showing the services performed in connection with the per-
7 formance of this agreement, including working papers in any way associated with
8 the performance of this agreement, ^{except involving lawyer-client privileges} and shall make such records available for ^{the} ~~the~~
9 inspection by authorized representatives of COUNTY at any reasonable time
10 during the performance of the agreement, and for a period of three (3) years
11 from and after the date of final payment.

12 9. INDEPENDENT CONTRACTOR. It is specifically agreed that in the making and
13 execution of this agreement, PROVIDER and any agents and employees of PROVIDER
14 are independent contractors and are not and shall not be construed to be
15 agents or employees of COUNTY and that PROVIDER shall have no authority,
16 expressed or implied, to act on behalf of COUNTY or to bind COUNTY to any
17 obligation whatsoever.

18 10. TIME. Time is the essence of this agreement.

19 11. NO ALTERATION. No alteration or variation of the terms of this agreement
20 shall be valid unless made in writing and signed by the parties hereto, and no
21 oral understandings or agreement not incorporated herein, shall be binding on
22 any of the parties hereto.

23 12. LAWS.

24 A. PROVIDER shall comply fully with all applicable Federal, State and
25 local laws, ordinances, regulations, and permits. PROVIDER shall secure any
26 new permits required by authorities having jurisdiction over the project, and
27 shall maintain any presently required permits.

1 B. PROVIDER shall abide by the Civil Rights Act of 1964, as amended,
2 and any other federal, state or local law or regulation which prohibits dis-
3 crimination on the basis of sex, race, religion, age, handicap, or ethnic
4 background in the hiring of employees or in providing services under this
5 agreement.

6 13. COMPENSATION. The consideration to be paid PROVIDER, as provided
7 herein, shall be in compensation for all of PROVIDER'S expenses incurred in
8 the performance hereof, including travel and per diem, unless otherwise
9 expressly so provided.

10 14. PROVIDER shall be responsible for the selection and procurement of
11 necessary supplies and incidentals for provision of services under this agree-
12 ment.

13 15. SUCCESSORS. This agreement shall inure to the benefit and bind the
14 successors of each of the parties.

15 16. PAYMENT. The COUNTY, for and in consideration of the covenants, agree
16 to pay as total compensation to PROVIDER the sum of \$20,350 in twelve (12)
17 monthly payments, for the months beginning July 1, 1980 and ending
18 June 30, 1981. PROVIDER shall submit a claim to the Director of Social
19 Services of COUNTY at the end of each month.

20 17. TERM. The term of this contract shall commence on July 1, 1980 and
21 end on June 30, 1981.

22 18. SEVERABILITY OF PROVISIONS. If any provisions of this contract are held
23 invalid, the remainder of this contract shall not be affected thereby, if such
24 remainder would then continue to conform to terms and requirements of appli-
25 cable law.

26 19. The waiver of any breach of any provision of this agreement shall not
27 be construed to be a waiver of a breach of any other provision of this agree-
28

1 ment, or of any such subsequent breach thereof.

2 IN WITNESS WHEREOF, this agreement has been executed by the parties
3 hereto.

4
5 COUNTY:

6 COUNTY OF YOLO, a political subdivision
7 of the State of California

8
9 BY Theresa J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

10
11 ATTEST:

12 PETER McNAMEE, CLERK

13
14 BY Jan Orser
(DEPUTY)

15 (SEAL)
16
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24

PROVIDER:

LEGAL CENTER FOR THE ELDERLY

25
26
27
28 BY: Elizabeth A. Holtz
Authorized Representative

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

BY Elizabeth A. Holtz
DEPUTY COUNTY COUNSEL

EXHIBIT A
(LEGAL SERVICES OF NORTHERN CALIFORNIA, INC.)

LEGAL SERVICES OF NORTHERN CALIFORNIA, INC.

LEGAL CENTER FOR THE ELDERLY

157 2ND STREET

WOODLAND, CA 95695

TELEPHONE: (916) 666-1903

HOURS: 8:30 a.m. - 5:00 p.m. - Monday through Friday

PROGRAM:

I. Services:

The services to be provided are:

1. Legal advocacy in civil matters for senior citizens of Yolo County;
2. Education to the senior citizens of Yolo County in order that they may act as advocates on behalf of themselves and each other;
3. Assistance to senior citizens in obtaining all benefits to which they are entitled under Social Security, Medi-Care, Medi-Cal, General Assistance, Income and Health Maintenance, Homemaker Chore Services, Housing, Outreach and Community Education, Food Stamps, Preventive Law, Community Group Work, information regarding conservatorships, guardianships, and wills.

II. Eligibility:

Eligibility for the services of this program are based on the criteria as set by the Legal Services of Northern California, Inc. The primary goal of this program is to provide legal services to the low income elderly citizens of Yolo County.

OK
FILED

1 OCT 14 1980

AGREEMENT NO. 80-366

2 PETER McNAMEE, Clerk

(Agreement Amending Agreement No. 80-262,
to Correct Typographical Error)

By

3 *Jan Orser*
DEPUTY

4 THIS AGREEMENT, made and entered into this 14th day of October,
5 1980, by and between the COUNTY OF YOLO, a political subdivision of the
6 State of California, and DIOGENES, INC.

7 WITNESSETH:

8 1. RECITALS:

9 A. COUNTY and DIOGENES, INC. entered into Agreement No. 80-262 on
10 September 9, 1980, making provisions for general support services for youth
11 referred for sheltered care.

12 B. Agreement No. 80-262 contained a typographical error in Paragraph
13 II B, in that the total sum amount was mistakenly placed in the space for
14 the amount of quarterly payments; and the quarterly payment amount was
15 omitted.

16 C. THEREFORE, the parties wish to amend Agreement 80-262 to correct
17 the error referred to above, in order to reflect the true agreement of the
18 parties.

19 2. AGREEMENTS:

20 A. Paragraph II B of Agreement No. 80-262 is hereby amended to read:

21 B. The County of Yolo shall pay to DIOGENES, INC., the total sum of
22 SEVENTEEN THOUSAND TWO HUNDRED FIFTY (\$17,250) in four (4) quarterly
23 payments, for the quarters ending September 30, 1980; December 31, 1980;
24 March 31, 1981; and June 30, 1981. Each payment shall be in the amount of
25 FOUR THOUSAND THREE HUNDRED TWELVE DOLLARS AND FIFTY CENTS (\$4,312.50).
26

1 Payment will be made upon the rendition of a claim by DIOGENES, INC., at
2 the end of each quarter.

3 B. All other provisions of Agreement No. 80-262 shall remain in full
4 force and effect.

5 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
6 of the date set forth above.

7
8 COUNTY OF YOLO, a political subdivision
of the State of California

9
10 *Terfa J. Thompson*
11 CHAIRMAN OF THE BOARD OF SUPERVISORS

12 DIOGENES, INC.

13
14 BY _____
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FILED

OCT 14 1980

AGREEMENT NO. 80-367

PETER McNAMEE, Clerk

By

[Signature]
DEPUTY

AGREEMENT WITH THE COUNTY OF YOLO FOR THE
CARE OF ITS PRISONERS BY THE COUNTY OF SOLANO

The County of Solano, a political subdivision of the State of California, hereby agrees to provide for the safekeeping, care, and subsistence of Yolo County prisoners confined in the Solano County Jail facilities only upon the following conditions:

1. The County of Yolo will pay to the County of Solano the sum of \$30.00 per calendar day or any fraction thereof for such prisoners while in the custody of the Sheriff at the Jail; bill is to be paid monthly within ten (10) days from presentation.
2. The number and kind of prisoners' maximum and non-security to be received pursuant to this agreement shall depend upon the Receiving County. The Receiving County reserves the right to request the Sending County to remove belligerent and recalcitrant prisoners.
3. The County of Solano will provide minor medical treatment. The expenses of any hospital, surgical, and dental treatment are to be paid by the County of Yolo.
4. The County of Yolo will provide the transportation of its prisoners to and from the Solano County Jail.

This agreement is effective retroactive to June 1, 1980, and is subject to modification by mutual agreement at any time

/ / /
/ / /
/ / /

1 and to termination by either party upon thirty (30) days
2 written notice.

3 COUNTY OF SOLANO, a political subdivision
4 of the State of California

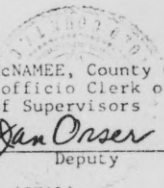
5 By: Wallace L. Brainerd
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7 ATTEST: JOHN BLACKLOCK,
8 Clerk of the Board of
9 Supervisors

10 By: Mary J. Clement Deputy Clerk
11 (SEAL)

12 COUNTY OF YOLO, a political subdivision
13 of the State of California

14 By: George J. Thompson
15 CHAIRMAN OF THE BOARD OF SUPERVISORS

16 ATTEST: 
17 PETER McNAMEE, County Clerk
18 and ex officio Clerk of the
19 Board of Supervisors

20 By: Jan Orser
21 Deputy
(SEAL)

22 Penal Code Sec. 4115.5
23
24
25

26 APPROVED AS TO FORM
27 CHARLES R. MACK

28 By: Charles R. Mack
29 DEPUTY COUNTY CLERK
30
31
32

BK
69

USDA-FmHA
Form FmHA 400-4
(Rev. 8-29-79)

Position 3

FILED

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

OCT 14 1980

YOLO COUNTY AGREEMENT NO. 80-368

PETER McNamee, Clerk

By Ruth McNamee
DEPUTY

The COUNTY OF YOLO

Courthouse, Woodland, California

(Name of Recipient)

(Address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Farmers Home Administration regulations promulgated thereunder, 7 C.F.R. §1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. §14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Farmers Home Administration or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Farmers Home Administration or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation of this agreement the Government may, at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof,

The County of Yolo

on this _____ day of _____, 1980, _____ (Name of Recipient) its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

County of Yolo, California

October 13, 1980

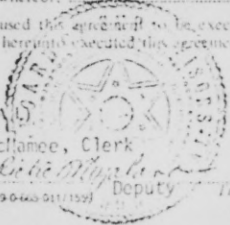
Chairman of the Board of Supervisors

Peter McNamee, Clerk

Attest By Ruth McNamee
Deputy

U.S.G.P.O. 1979 O-640-011/1599

APPROVED AS TO FORM
COUNTY CLERK
COUNTY OF YOLO



Samuel J. Thompson
Recipient

EQUAL OPPORTUNITY AGREEMENT

October 13, 1980

This agreement, dated _____ between _____

THE COUNTY OF YOLO, CALIFORNIA

(herein called "Recipient" whether one or more) and the Farmers Home Administration, United States Department of Agriculture, pursuant to the rules and regulations of the Secretary of Labor (herein called the "Secretary") issued under the authority of Executive Order 11246, as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the Farmers Home Administration to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000--unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Farmers Home Administration setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Farmers Home Administration, advising the said labor union or workers' representative of the contractor's commitments under this agreement as required pursuant to section 202(3)- of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor and of any prior authority which remain in effect.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the Farmers Home Administration, Office of Equal Opportunity, U. S. Department of Agriculture, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or Federally Assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as provided by Law.
- (g) The contractor will include the provisions of this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Farmers Home Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Farmers Home Administration, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. To be bound by the provisions of the Equal Opportunity Clause in construction work performed by Recipient and paid for in whole or in part with the aid of such financial assistance.

3. To notify all prospective contractors to file the required 'Compliance Statement', Form FHA 400-6, with their bids.

4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract.

Bid conditions for all nonexempt Federal and Federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.

5. To assist and cooperate actively with the Farmers Home Administration and the Secretary in obtaining the compliance of contractors and subcontractors with the provisions of the Equal Opportunity Clause and the said rules, regulations, and orders, to obtain and furnish to the Farmers Home Administration and the Secretary, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Manpower Utilization Report, Optional Form 66, as required and such other information as they may require for the supervision of such compliance, and to otherwise assist the Farmers Home Administration in the discharge of its primary responsibility for securing compliance.

6. To refrain from entering into any contract, or extension or other modification of a contract, subject to such Executive Order with a contractor debarred from Government contracts or federally assisted construction contracts pursuant to Part II, Subpart D, of such Executive Order or to prior authority; and to carry out such sanctions and penalties for violation of the provisions of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by the Farmers Home Administration or the Secretary pursuant to such Subpart D.

7. That if Recipient fails or refuses to comply with these undertakings, the Farmers Home Administration may take any or all of the following actions: (a) cancel, terminate, or suspend said financial assistance in whole or in part; (b) refrain from extending any further assistance under the program involved until satisfactory assurance of future compliance has been received from Recipient; and (c) refer the case to the Office of Equal Opportunity, U. S. Department of Agriculture for appropriate action.

Witness the due execution hereof by Recipient on this, the date first above written.

Recipient

COUNTY OF YOLO, CALIFORNIA

Recipient

(CORPORATE SEAL)

Attest:

Peter McNamee, County Clerk

BY Richie Mayabana

Deputy

MYLA J. THOMPSON
Name of Corporate Recipient

By Lynne J. Thompson

Chairman of the Board of Supervisors

FILED

OCT 14 1980

PETER MCNAMEE, Clerk

By Richie Mayabana

DEPUTY

APPROVED AS TO FORM

CHARLES R. MACK

By Charles R. Mack

DEPUTY COUNTY COUNSEL

pk
AGREEMENT No. 80-370

Agreement No. 03-

The County of Yolo, a municipal corporation of the State of California, hereinafter referred to as "COUNTY", and the State of California, Department of Transportation, District 03, hereinafter referred to as "STATE", do enter into the following agreement:

WHEREAS, COUNTY pursuant to Section 131 of the Streets and Highways Code has requested STATE to maintain traffic control signal systems on the County Road System as shown on Exhibit "A" attached hereto, and by this reference made a part hereof; and

WHEREAS, STATE does have qualified personnel available to perform said maintenance of said traffic control signal systems within the COUNTY; and

WHEREAS, STATE and COUNTY will mutually benefit from said maintenance by providing safety to the traveling public; and

WHEREAS, COUNTY and STATE do mutually desire to cooperate and to specify herein the conditions and the maintenance to be done:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION I

For and in consideration of the covenants and conditions to be kept and performed by STATE as set forth herein, COUNTY agrees:

(a) That the degree or extent of maintenance work to be performed and the standards therefore shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the provisions of this Agreement or as may be prescribed from time to time by the District Director. "DISTRICT DIRECTOR," as used herein, means the District Director of the Department of Transportation assigned to the territory in which the COUNTY is located, or his authorized representative.

(b) To make cash deposit or issue purchase order at the beginning of each fiscal year the estimated cost of maintaining facilities for 12 months. Charges made against the deposit or purchase will be actual charges for material and labor plus assessments for indirect charges at rates which are in effect at the time work is performed.

To accept the fact that estimates may need to be updated and deposit supplemented as warranted by unusual maintenance problems such as traffic accidents.

(c) That said maintenance will be provided as shown on the page designated Exhibit "A", locations furnished by the COUNTY with maintenance frequencies checked in the appropriate box. An amended Exhibit "A" will be furnished with each addition or deletion to the system.

(d) That said maintenance can be done as the work load of STATE'S forces permits and if said work load becomes too great, this Agreement may be terminated sixty calendar days after COUNTY received written notice from STATE.

(e) To indemnify and save STATE, its officers, agents and employees harmless from any and all liability for injuries to persons or damage to property caused or resulting in any manner from STATE'S performance under this Agreement, excepting for injuries to person or damage to property caused or resulting from the sole negligence or willful misconduct of STATE, its officers, agents and employees.

SECTION II

For and in consideration of the covenants and conditions to be kept and performed by COUNTY as set forth herein, STATE agrees:

(a) To maintain traffic control signal systems at locations shown in Exhibit "A" in accordance with the provisions of Section 27 of the Streets and Highways Code when requested by COUNTY.

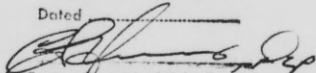
(b) To make an accounting to COUNTY when deposit is expended due to unusual maintenance problems or traffic accidents, and to segregate all billings where COUNTY has obligation to recover from adverse parties. All accounts will be closed at the end of each fiscal year with a statement of charges shown and unexpended deposits will be refunded.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized; the provisions of which Agreement are effective July 1, 1980.

COUNTY OF YOLO

Approved as to Form

Dated _____

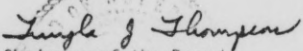

County Counsel of Yolo County

Approved as to form and
procedure:

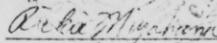
Attorney
Department of Transportation

County Attorney

By:

By: 
Chairman of the Board
of Supervisors

By: Peter McNamee, County Clerk

 Deputy

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ADRIANA GIANTURCO
Director of Transportation

LEO J. TROMBATORE
District Director

EXHIBIT "A"

Locations of Facilities

1. West Capitol Avenue at Harbor Boulevard.
2. West Capitol Avenue at Westacre Road.
3. Westacre Road at Merkley Avenue.

 X Routine Maintenance to State Highway Levels

 Only on call by COUNTY

BK
FILED

OCT 28 1980

PETER McNAMARA, Clerk

By

2

DEPUTY

AGREEMENT NO. 80-371

AGREEMENT FOR DEFENSE OF INDIGENT
PERSONS IN CONFLICT OF INTEREST CASES

3 This agreement, made and entered into this 14th day of
4 October, 1980, by and between the COUNTY OF YOLO, a
5 political subdivision of the State of California (hereinafter
6 referred to as "COUNTY"), and TONEY, TRIVELLINI, GABLE AND
7 PINKERTON, (hereinafter referred to as "ATTORNEYS"),

8 W I T N E S S E T H:

9 WHEREAS, persons charged with the commission of a crime
10 have a right to be represented by counsel; and

11 WHEREAS, Section 987 of the Penal Code provides that a
12 defendant, if he desires counsel and is unable to employ counsel,
13 will be assigned counsel by the court; and

14 WHEREAS, Section 987.2(a) of the Penal Code provides that
15 in a case where the court finds that because of a conflict of
16 interest the Public Defender has properly refused to represent
17 the person accused, the court shall assign private counsel who
18 shall receive a reasonable sum for compensation and necessary
19 expenses; and

20 WHEREAS, Section 987.2(b) of the Penal Code provides that
21 the sum provided for in 987.2(a) of the Penal Code may be
22 determined by contract; and

23 WHEREAS, the courts have the statutory responsibility to
24 ensure the representation of indigent persons by competent and
25 reasonably compensated counsel; and

26 WHEREAS, it is in the interest of efficiency that COUNTY

1 employ private counsel to render the usual customary legal
2 services of the Public Defender when said Public Defender is
3 unable to provide representation because of conflicts of
4 interest.

5 NOW, THEREFORE, for and in consideration of the reciprocal
6 covenants hereinafter contained and provided, it is agreed as
7 follows:

8 1. LEGAL STAFF. ATTORNEYS agree to provide, at their own
9 expense, necessary and adequate legal staff to provide adequate
10 legal defense to any defendant to whom the court assigns private
11 counsel. Such assignments shall be limited to those defendants
12 who the Public Defender would normally represent, but who he has
13 properly refused to represent because of conflict of interest.
14 Said staff shall consist of such attorneys, investigators,
15 interpreters, clerks, and any and all secretarial services as are
16 necessary fully to discharge in a professional manner all
17 obligations herein assumed by ATTORNEYS. ATTORNEYS represent and
18 warrant that at all times their personnel shall be competent and
19 that all services rendered will be sufficient to meet all
20 constitutional requirements relating to legal services for
21 indigents.

22 2. NATURE OF SERVICES. Subject to the provisions of
23 Paragraph 13, the services to be provided by ATTORNEYS shall
24 cover all criminal defense matters and other matters before the
25 Municipal and Superior Courts in Yolo County for which the Public
26 Defender is or may be appointed by law as of the date of the

1 execution of this agreement, including, but not necessarily
2 limited to, juvenile, misdemeanor, major and minor felony cases
3 and conservatorships, appeals to the Appellate Department of the
4 Superior Court, habeas corpus and other extraordinary writ
5 proceedings. In all cases where the court has ordered venue
6 changed from Yolo County, services and costs will not be included
7 within this contract after the order changing venue. Services and
8 costs prior to the order changing venue will be included.
9 ATTORNEYS shall also be responsible for financial screening of
10 clients as directed by the courts and COUNTY.

11 3. AVAILABILITY. ATTORNEYS shall be available to clients
12 at such reasonable times and places so that clients who reside
13 outside of the area of the ATTORNEYS office will not have to
14 travel unreasonable distances and create an undue hardship on
15 clients. ATTORNEYS shall maintain a principal office or offices
16 within Yolo County at the sole expense of ATTORNEYS which shall
17 be open at reasonable times so as not to create an undue hardship
18 on clients.

19 4. INDEPENDENT CONTRACTORS. ATTORNEYS shall be deemed to
20 be independent contractors and under no circumstances shall they,
21 or their employees, agents and servants be deemed to be
22 employees, servants, or agents of the County of Yolo. ATTORNEYS
23 shall be solely liable and responsible to pay all required taxes
24 and other obligations, including, but not limited to, withholding
25 and Social Security. ATTORNEYS agree to indemnify and hold COUNTY
26 harmless from any liability which it may incur to the federal or

1 state government as a consequence of this contract.

2 5. MANAGING ATTORNEY. ATTORNEYS shall designate in
3 writing a managing attorney who shall be authorized to speak and
4 act for ATTORNEYS with respect to this contract and its per-
5 formance.

6 6. ATTORNEY LIST. Before any attorney other than those
7 shown in Attachment "A" appears or represents a client on an
8 evidentiary matter, prior approval of the COUNTY is required and
9 COUNTY may require submission of a brief biographical sketch
10 setting forth the attorney's professional qualifications and
11 experience. ATTORNEYS reserve the right to hire, at their sole
12 expense, qualified attorneys as needed to handle routine matters
13 not including the taking of evidence.

14 7. QUARTERLY REPORTS. ATTORNEYS shall provide COUNTY
15 with a quarterly report on cases handled. The report shall
16 include a listing of each case, by case or matter number, under
17 appropriate crime classifications, and indicate the time spent by
18 ATTORNEYS on each case. In addition, quarterly reports shall
19 contain such statistics as are required to be kept by the County
20 Administrative Officer.

21 8. LIABILITY. ATTORNEYS shall indemnify and hold
22 harmless the COUNTY, its officers and employees from any and all
23 claims, demands, actions, liability or loss which may arise or be
24 incurred as a result of any and all referrals, assignments,
25 appointments, and other activities engaged in by ATTORNEYS in the
26 performance of this contract including, but not limited to,

malpractice.

9. INSURANCE. During the term of any contract with the COUNTY, the ATTORNEYS will at all times maintain at their expense the following:

- (a) Workers' Compensation liability insurance;
- (b) Comprehensive general liability insurance naming COUNTY, its Board of Supervisors, officers and employees as additional insured. Comprehensive general liability insurance would not be less than ONE-HUNDRED-THOUSAND (\$100,000) DOLLARS per person and THREE--HUNDRED-THOUSAND (\$300,000) DOLLARS per accident, for bodily injury, and TWENTY-FIVE THOUSAND (\$25,000) DOLLARS for property damage.

In addition, participating ATTORNEYS shall obtain and maintain, in the minimum amount of ONE-HUNDRED-THOUSAND (\$100,000) DOLLARS per claim and THREE-HUNDRED-THOUSAND (\$300,000) DOLLARS aggregate, a policy of insurance covering errors and omissions.

ATTORNEYS guarantee COUNTY at least ten (10) days written notice prior to cancellation or change of terms of any insurance required by this contract.

10. FILES AND RECORDS. ATTORNEYS shall maintain in their possession for at least ten (10) years following completion of the case all files and records. ATTORNEYS' time records shall be

1 kept showing case or matter numbers to which they pertain and
2 they shall be available for inspection by COUNTY or the courts at
3 all reasonable times.

4 11. COMPENSATION. COUNTY shall pay ATTORNEYS for above
5 services rendered the sum of \$59,000.00 for the year beginning
6 November 1, 1980, and terminating October 31, 1981. Said compen-
7 sation shall be paid by the Auditor-Controller in twelve (12)
8 equal payments of \$4,916.67, with the first payment beginning
9 November 31, 1980, and subsequent payments on the last day of the
10 month for services rendered during each month thereafter until
11 termination of contract. Nothing in this paragraph shall be
12 construed to preclude the court from providing compensation over
13 and above the contract payments pursuant to Sections 730, 731,
14 732, 750, 751, 752, and 753 of the California Evidence Code
15 pertaining to expert witnesses and interpreters and Section 987.9
16 of the California Penal Code pertaining to payment of investi-
17 gators and experts in capital cases.

18 12. TERM. The term of this agreement shall be one (1)
19 year beginning November 1, 1980, and terminating October 31,
20 1981. ATTORNEYS agree to handle, to completion, all cases
21 assigned to ATTORNEYS during the term of this agreement. A case
22 shall be deemed completed when it has proceeded to judgment in
23 the trial court and through the filing of any notice of appeal
24 deemed requisite by ATTORNEYS.

25 13. CONFLICTS. It is acknowledged by COUNTY that in cases
26 involving more than two defendants, ATTORNEYS may not be

1 available to represent all defendants because of Canons of
2 Professional Ethics relating to conflicts of interest, and in
3 such event, ATTORNEYS are required to provide services for only
4 the defendant or defendants which ATTORNEYS may properly repre-
5 sent under said Canons of Professional Ethics.

6 14. NON-DISCRIMINATION.

7 (a) ATTORNEYS agree to comply with Title VI and VII of
8 the Civil Rights Act of 1964, with Section 122(a) of
9 the Revenue Sharing Act, with 31 CFR Sections 51.50
10 to 51.62 and with the Constitution and applicable
11 laws of the State of California.

12 (b) ATTORNEYS agree and warrant that they will not,
13 directly or through contractual or other arrange-
14 ments, on the grounds of race, color, national origin
15 or sex:

16 (1) Deny any service or other benefits provided
17 subject to this agreement.

18 (2) Provide any service or other benefit which is
19 different, or provided in a different form from
20 that provided to others.

21 (3) Subject any person to segregated or separate
22 treatment in any facility, or in any manner or
23 process related to receipt of any service or
24 benefit.

25 (4) Restrict in any way the enjoyment of any
26 advantage or privilege enjoyed by others

receiving any service or benefit.

(5) Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit.

(6) Deny any person an opportunity to participate in any program or activity as an employee.

(7) Utilize criteria or methods of administration of the program which is the subject of this agreement which has the effect of:

(a) subjecting individuals to discrimination.

(b) perpetuating the results of past discriminatory practices.

(c) defeating or substantially impairing accomplishment of objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex, age, handicap or religion.

(8) Make a selection of sites or locations for facilities operated pursuant to this agreement which has the effect of:

(a) Excluding individuals from such facilities.

- 1 (b) Denying the individuals the benefits of
2 such facilities.
3 (c) Subjecting individuals using the fac-
4 ilities to discrimination.

5 IN WITNESS WHEREOF, the parties hereto have executed this
6 agreement the day and year first above written.

7 COUNTY OF YOLO, a political
8 subdivision of the State of California

9 BY: *Temple J. Thompson*
10 CHAIRMAN OF THE BOARD OF SUPERVISORS
11 COUNTY OF YOLO, STATE OF CALIFORNIA

12 *J. Toney*
13 J. TONEY

14 *Jeanne Trivellini*
15 JEANNE TRIVELLINI

16 *Hayes Gable*
17 HAYES GABLE

18 *Michael L. Pinkerton*
19 MICHAEL L. PINKERTON

20 ATTEST:

21 PETER McNAMEE, CLERK

22 BY: *Jan Greer*
23 Deputy

24 (Seal)
25
26

DEC 29 1980

PETER McNAMEE, Clerk

By Pete E. Lucas
DEPUTYAGREEMENT NO. 80-372

(Architect Agreement for Juvenile Court Addition Project)

THIS AGREEMENT, made and entered into this 14th day of October, 1980, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Kent Burrow, a licensed architect in the State of California, hereinafter referred to as "ARCHITECT",

W I T N E S S E T H:

WHEREAS, COUNTY intends to construct a Juvenile Court addition to Juvenile Hall, (more specifically described on Exhibit A, attached hereto and incorporated herein by this reference) hereinafter referred to as "PROJECT"; and

WHEREAS, it is necessary that ARCHITECT services be obtained for the preparation of plans, estimates, specifications, and reports for such work and for related or incidental work thereto;

NOW, THEREFORE, the COUNTY and ARCHITECT agree as follows:

COUNTY hires ARCHITECT as an independent contractor, and not an officer or employee of COUNTY and ARCHITECT accepts such hiring, on the terms and conditions specified herein:

ARTICLE 1. ARCHITECT'S SERVICES AND RESPONSIBILITIES.1.0 BASIC SERVICES:

ARCHITECT shall furnish and perform in a manner satisfactory to COUNTY, the following professional Architectural services, including normal structural, mechanical and electrical engineering services, and all

necessarily included additional services, required for the design and construction of the PROJECT, more particularly described as follows:

1.1 SCHEMATIC DESIGN PHASE:

This phase of PROJECT development establishes the basic size and scope of the project, and its location on the site, it will be the COUNTY'S obligation to perform the following services:

1.1.1 The COUNTY shall develop a program and shall review the parties understanding of such requirements with ARCHITECT.

1.1.2 The COUNTY shall provide ARCHITECT with schematic design cost estimates based on area, volume or other unit costs.

1.1.3 The COUNTY shall provide ARCHITECT with a time schedule set forth in Exhibit B.

1.2 DESIGN DEVELOPMENT PHASE:

This phase of PROJECT development is undertaken only after COUNTY approves the Schematic Design Phase and cost estimates and includes the following services:

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by COUNTY in the program or PROJECT budget, the ARCHITECT shall prepare, and submit for approval by COUNTY, Design Development Documents consisting of preliminary drawings and other documents to fix and describe the size and

1 character of the entire PROJECT as to architectural,
2 structural, mechanical and electrical systems,
3 materials and such other elements as may be appro-
4 priate.

5 1.2.2 ARCHITECT shall meet and confer with COUNTY during
6 the Design Development Phase, to fix the design, and
7 to fix a firm Design Development Cost Estimate.

8 1.2.3 The ARCHITECT shall submit to COUNTY a Design
9 Development Cost Estimate based on the Design
10 Development Documents, which estimate will be
11 prepared with sufficient detail to enable firm
12 budget forecasting and design adjustments if
13 necessary to meet the PROJECT budget, and shall
14 consider future cost increases anticipated
15 before the PROJECT is complete, with reference
16 to the time schedule set forth in Exhibit B.

17 1.2.4. Prior to commencing the Construction Documents
18 Phase, ARCHITECT shall acknowledge a final
19 Design Cost Estimate resulting from the
20 discussions during the Design Development Phase
21 as being a maximum amount, within which he is
22 obligated to deliver a Construction Cost
23 Estimate, considering anticipated future cost
24 increases.

25 1.2.5. COUNTY shall specify to ARCHITECT which permits
26 or other entitlements, if any, must be obtained

1 from governmental agencies with jurisdiction on
2 PROJECT, and ARCHITECT shall advise COUNTY as to
3 which permits are required in ARCHITECT's
4 opinion.

5 ARCHITECT shall furnish such data as
6 necessary to enable COUNTY to make application
7 for such permits and/or entitlements, which data
8 may be required to be submitted in the form of a
9 draft application for such permit and/or
10 entitlement for execution by COUNTY; provided,
11 however, "permits and/or entitlements" shall not
12 include documents required by the California
13 Environmental Quality Act or the National
14 Environmental Policy Act.

15 1.2.6 At COUNTY'S request, ARCHITECT shall assist
16 COUNTY in preparing applications for grant funds
17 for the PROJECT.

18 1.3 CONSTRUCTION DOCUMENTS PHASE: This phase of PROJECT develop-
19 ment commences only after COUNTY has approved the Design
20 Development Documents, and cost estimate, and includes the
21 following services:

22 1.3.1 Based on the approved Design Development Docu-
23 ments and any further adjustments in the scope
24 or quality of the Project or in the Project
25 budget authorized by COUNTY, the ARCHITECT shall
26 prepare, for approval by COUNTY, Construction

1 Documents, consisting of Drawings and Specifica-
2 tions setting forth in detail the requirements
3 for the construction of the Project.

4 1.3.2 The ARCHITECT shall assist the COUNTY in the
5 preparation of the necessary bidding informa-
6 tion, bidding forms, the Conditions of the
7 Contract, and the form of Agreement between the
8 COUNTY and the Contractor.

9 1.3.3 ARCHITECT shall prepare a precise Construction
10 Cost Estimate, with separate estimates for
11 portions of PROJECT authorized by COUNTY to be
12 let for bid as alternates. The amount of said
13 estimate shall be within the amount set forth in
14 the approved Design Cost Estimate. Said estimate
15 shall consider future cost increases anticipated
16 before the project is complete, with reference
17 to the time schedule set forth in Exhibit B.

18 1.3.4 If the Construction Cost Estimate exceeds the
19 Design Cost Estimate as approved by COUNTY and
20 acknowledged by ARCHITECT, ARCHITECT shall, at
21 his sole cost and expense, revise the Construc-
22 tion Documents to reduce the Construction Cost
23 Estimate to the Design Estimate, considering
24 future cost increases, unless COUNTY approves a
25 higher amount.

26 / / / / /

1 1.3.5. If, during the Construction Phase, COUNTY orders
2 modifications to the approved Design Development
3 Documents, not necessitated by the ARCHITECT's
4 underestimation of costs during the Design
5 Development Phase, ARCHITECT shall prepare
6 additional precise Construction Documents and
7 Construction Cost Estimates, and shall receive
8 additional compensation therefor, pursuant to
9 Article 3 hereinbelow.

10 1.3.6 Prior to commencing the Bidding Phase, ARCHITECT
11 shall acknowledge a final Construction Cost
12 Estimate, including all alternates and changes
13 ordered by COUNTY, as being the amount which
14 will control whether the ARCHITECT will be
15 obligated to redesign the PROJECT pursuant to
16 Paragraph 1.4.4 hereinbelow.

17 1.4. BIDDING PHASE.

18 This phase commences after COUNTY has approved the
19 Construction Documents and final Construction Cost
20 Estimates, and includes the following services:

21 1.4.1 The ARCHITECT, following COUNTY's approval of
22 the Construction Documents and of the Construc-
23 tion Cost Estimate, shall furnish to the COUNTY
24 the original tracings and 20 copies of
25 final working drawings, details, plans and
26 specifications for bidding purposes. All

specifications shall be 8½" x 11" paper unless otherwise approved by COUNTY.

1.4.2 ARCHITECT shall assist the COUNTY in interpreting the plans and specifications during the bidding process, and assist the COUNTY in the preparation of addenda to the plans and specifications that may be required, but COUNTY shall approve all proposed addenda.

1.4.3 ARCHITECT shall advise COUNTY concerning acceptance or rejection of bids for the project.

1.4.4. If the lowest responsible bid received equals or exceeds one hundred ten (110%) percent of the approved and acknowledged final Construction Cost Estimate, ARCHITECT shall revise the CONSTRUCTION Documents, at ARCHITECT's sole cost and expense, so as to reduce the cost of the PROJECT as directed by COUNTY.

COUNTY shall provide additional compensation to ARCHITECT as provided in Paragraph 3.2 hereinbelow, for revisions to the Construction Documents necessitated by a lowest responsible bid of less than One Hundred Ten (110%) percent of the approved final Construction Cost Estimate.

COUNTY reserves the right to accept bids in excess of the approved final Construction Cost

1 Estimate or to reject any or all bids received.

2 1.4.5. If the bidding phase has not commenced prior to
3 three (3) months after approval by COUNTY of the
4 final Construction Cost Estimate, said estimate
5 shall be revised to reflect changes in the
6 general level of prices and costs in the
7 construction industry between the date of
8 approval and the date of bids.

9 1.5 CONSTRUCTION PHASE: ADMINISTRATION OF THE CONSTRUCTION
10 CONTRACT:

11 This phase commences with the award of the contract for
12 construction, and, together with the ARCHITECT's obligation
13 to provide Basic Services under this Agreement, will termi-
14 nate upon the approval by the County Board of Supervisors of
15 a Notice of Acceptance or, if no such notice is approved, 60
16 days after the date of actual completion of the work,
17 whichever occurs first.

18 During the Construction Phase, ARCHITECT shall perform
19 the services specified hereinbelow;

20 1.5.1. ARCHITECT shall have access to the PROJECT site at
21 all reasonable times to allow performance of such
22 services.

23 1.5.2. ARCHITECT shall consult and advise COUNTY during
24 construction.

25 1.5.3 ARCHITECT shall prepare elementary sketches and
26 supplementary sketches required to resolve actual

field conditions encountered.

1.5.4. ARCHITECT shall check detailed construction drawings and shop and erection drawings submitted by contractors for compliance with design concept.

1.5.5. ARCHITECT shall review laboratory, shop, and mill test reports of materials and equipment, and advise COUNTY as to the results of such review.

1.5.6. ARCHITECT shall make periodic visits to the site to familiarize himself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents.

1.5.7. At COUNTY'S request, ARCHITECT shall evaluate requests for payment submitted by the contractor based on ARCHITECT'S observations at the PROJECT site and review of the Contract Documents, and shall advise COUNTY as to the percentage and quality of work completed to date.

1.5.8. On the basis of on-site observations, ARCHITECT shall endeavor to guard the COUNTY against defects and deficiencies in the work of the Contractor by providing technical assistance to the COUNTY's inspector, and shall notify COUNTY in the event a defect is discovered. ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the

work. ARCHITECT shall not be responsible for construction methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work.

1.5.9. Upon request of the COUNTY, ARCHITECT shall review proposed contract change orders, and advise COUNTY as to the appropriateness, intent and compliance with the Contract Documents. If such change order requires modifications to the Contract Documents, ARCHITECT shall prepare such modifications, and shall be entitled to additional compensation therefor as set forth in Paragraph 3.2 hereinbelow. COUNTY shall approve all change orders before issuance.

1.5.10. ARCHITECT shall observe initial operation of the project, or of performance tests required by specifications.

1.5.11. ARCHITECT shall make a final inspection and report on the completed project, including review of written guarantees and related documents assembled by the Contractor, and furnish COUNTY a written notice that the project is completed in accordance with plans and specifications.

1.5.12. During all warranty or guaranty periods relating to design prepared under this Agreement, ARCHITECT shall, when requested, assist COUNTY in obtaining

1 necessary compliance with the terms of said warran-
2 ties or guaranties.

3 1.5.13. At the completion of the Project and before final
4 payment is made to the ARCHITECT, he shall correct
5 the original tracings of the Project so as to
6 incorporate therein all changes made, it being the
7 intent of COUNTY and ARCHITECT that said tracings
8 adequately and accurately reflect the "as-built"
9 conditions of the Project. COUNTY shall provide
10 ARCHITECT with all necessary information so that
11 ARCHITECT may prepare a set of as-built plans and
12 specifications with all corrections, showing the
13 Project as finally constructed. After the original
14 tracings and specifications have been so corrected,
15 they shall be delivered to COUNTY and shall become
16 COUNTY'S property.

17 1.5.14. The extent of the duties, responsibilities and
18 limitations of authority of the ARCHITECT as the
19 COUNTY'S representative during construction as set
20 forth herein shall not be modified or extended
21 without written consent of the COUNTY, and the
22 ARCHITECT.

23 1.6 ADDITIONAL SERVICES

24 1.6.1 If the COUNTY and ARCHITECT agree that more exten-
25 sive representation at the site than is described in
26 Paragraph 1.5 shall be provided, the ARCHITECT shall

1 provide one or more Project Representatives to
2 assist the ARCHITECT in carrying out such responsi-
3 bilities at the site. At such time a subsequent
4 agreement shall be entered, specifying the Project
5 Representatives and their compensation, and setting
6 forth the ARCHITECT'S duties and responsibilities of
7 COUNTY.

8 1.6.2. If ARCHITECT is requested to provide additional
9 services at any stage of the Project Development,
10 and is authorized by this AGREEMENT shall be compen-
11 sated for such services, COUNTY shall issue a
12 written work order, and ARCHITECT shall be compensa-
13 ted as set forth in Section 3.2 hereof.

14 1.6.3. In addition to additional services specified else-
15 where in this Agreement, ARCHITECT shall receive
16 additional compensation as set forth in Section 3.2
17 hereof, for the following additional services:

18 (1) Revision of previously approved plans and/or
19 specifications which incur cost to ARCHITECT and
20 which are the result of action by COUNTY, and not
21 otherwise the ARCHITECT'S responsibility pursuant to
22 this AGREEMENT.

23 (2) Making planning surveys, topographic surveys,
24 site surveys feasibility studies, and special
25 analyses of COUNTY'S needs to clarify requirements
26 for project programming.

1 (3) Supervision of repair of damage to the structure
2 when so directed by COUNTY.

3 (4) The selection by the ARCHITECT at the COUNTY'S
4 request of movable furniture, equipment, or articles
5 which are not included in the construction contract.

6 (5) Additional services caused by the delinquency or
7 insolvency of the contractor, when so directed by
8 COUNTY.

9 (6) The preparation of measured drawings of existing
10 structures and facilities as authorized by COUNTY.

11 (7) Substantial changes in the Project's scope shall
12 provide sufficient basis for renegotiation of
13 ARCHITECT'S fee. Unsubstantial changes in scope as
14 determined by COUNTY shall be compensated for as
15 Additional Compensation as set forth in Section 3.2.

16 1.7 TIME

17 1.7.1 Time is of the essence of this Agreement.

18 1.7.2 The ARCHITECT shall perform all services
19 pursuant to this Agreement in accordance with
20 the time schedule set forth on Exhibit B
21 attached hereto and incorporated herein by this
22 reference.

23 Said time limits shall not be exceeded
24 unless ARCHITECT demonstrates to the satisfac-
25 tion of COUNTY good and sufficient cause there-
26 for, not attributable to ARCHITECT'S negligence,

errors or omissions, and COUNTY approves a written amendment to Exhibit "B".

ARTICLE 2. COUNTY'S RESPONSIBILITIES:

2.1 COUNTY shall provide full information regarding requirements for the PROJECT, including a PROJECT program which shall set forth COUNTY's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 COUNTY shall provide a statement of funds available for the PROJECT, their source, and any limitations regarding their expenditure.

2.3 COUNTY shall designate a representative authorized to act in COUNTY's behalf with respect to the Project.

2.4 COUNTY shall furnish a legal description and a certified land survey of the site, giving, as applicable, the following: grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

/// / /

1 2.5. COUNTY shall furnish the services of soil engineers or
2 other consultants when COUNTY determines that such
3 services are necessary. Such services may include test
4 borings, test pits, soil bearing values, percolation
5 tests, air and water pollution tests, ground corrosion
6 and resistivity tests, including necessary operations
7 for determining subsoil, air and water conditions, with
8 reports and appropriate professional recommendations.

9 2.6. COUNTY shall furnish structural, mechanical, chemical
10 and other laboratory tests, inspections and reports as
11 required by law or the Contract Documents.

12 2.7 COUNTY shall furnish all legal, accounting, bond and
13 insurance services required in connection with the
14 Construction Contract, including such auditing services
15 required to verify the Contractor's Requests for Payment
16 or to ascertain how or for what purposes the Contractor
17 uses the moneys paid by or on behalf of COUNTY.

18 2.8 The services, information, surveys and reports required
19 by Paragraphs 2.4 through 2.7 inclusive shall be
20 furnished at COUNTY'S expense, and the ARCHITECT shall
21 be entitled to rely upon the accuracy and completeness
22 thereof.

23 2.9 COUNTY shall furnish required information and services
24 and shall render approvals and decisions as expediti-
25 ously as possible for the orderly progress of the
26 ARCHITECT'S services and of the Work.

1 ARTICLE 3 - COMPENSATION

2 3.1 Basic Compensation: The maximum basic compensation payable
3 to ARCHITECT pursuant to this Agreement shall be the sum of
4 \$17,500 dollars, payable in progress payments as follows:

5 3.1.1 Progress Payments:

6 Payments for services rendered pursuant to this
7 Agreement shall be calculated so that Basic
8 Compensation paid during each phase shall equal the
9 following percentages of the total Basic Compensation
10 authorized pursuant to this Agreement.

11 (a) Twenty five percent (25%) of the fee shall be paid
12 to the ARCHITECT after completion of the design
13 development phase upon the receipt of appropriate
14 statements, and approved by the County.

15 (b) Upon delivery of twenty (20) sets of plans and
16 specifications and the construction cost estimate as
17 defined in Section 4.1, the COUNTY shall pay to the
18 ARCHITECT a sum equal to eighty percent (80%) of the
19 fee set forth in Section 3.1 hereinabove (less any
20 amount thereof previously paid).

21 (c) Upon the award of a construction contract by the
22 COUNTY for the proposed project and contemporan-
23 eously with the execution of the construction
24 contract, the COUNTY shall pay to the ARCHITECT a
25 sum equal to ninety percent (90%) of the fee set
26 forth in Section 3.1 hereinabove (less any amount

thereof previously paid).

(d) At the midpoint of the time of construction defined in the time table "Exhibit B" hereto incorporated herein by this reference and upon receipt of appropriate statements and approved by the COUNTY, the COUNTY shall pay to the ARCHITECT a sum equal to ninety-five percent (95%) of the fee set forth in Section 3.1 hereinabove (less any amount thereof previously paid).

(e) The balance five percent (5%) of said fee shall be paid by the COUNTY to the ARCHITECT at the time of completion of the work and acceptance thereof by the Board of Supervisors.

3.2 Additional Compensation

3.2.1 The fees for additional compensation, when authorized by this Agreement, shall be as set forth on Exhibit C hereto, incorporated herein by this reference.

3.3 Reimbursable Expenses:

Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the ARCHITECT for the expenses listed in the following Subparagraphs:

3.1.1 Expenses of transportation in connection with the Project, including living expenses in connection with out-of-town travel and long distance communications.

1 3.3.2 Expense of reproductions requested by COUNTY, over
2 and above the number of copies to be delivered
3 pursuant to Article 1, postage and handling of
4 Drawings, Specifications and other documents,
5 excluding reproductions for the office use of the
6 ARCHITECT and the Architect's consultants.

7 3.3.3 Expense of data processing and photographic produc-
8 tion techniques when used in connection with
9 Additional Services.

10 3.3.4 If authorized in advance by the COUNTY, expense of
11 overtime work requiring higher than regular rates,
12 at one and one half the rates shown on Exhibit C.

13 3.3.5 Expense of renderings, models and mock-ups requested
14 by the COUNTY.

15 3.4 Compensation in Event of Termination:

16 3.4.1 In the event of termination not the fault of the
17 ARCHITECT, the ARCHITECT shall be compensated for
18 all services performed to termination date, together
19 with Reimbursable Expenses then due and all Termina-
20 tion Expenses as defined in Paragraph 3.4.2.

21 3.4.2 Termination expenses include the ARCHITECT's fees
22 earned to date, as set forth in Sections 3.1, 3.2
23 and 3.3 hereinabove, less amounts paid to date, plus
24 an amount computed as follows:

- 25 .1 If termination occurs prior to commencement of the
26 Design Development Phase, 20% of the fee payable

- 1 upon the approval of the Schematic Design Phase; or
- 2 .2 If termination occurs prior to commencement of the
- 3 Construction Documents Phase, 10% of the fee payable
- 4 upon the approval of the Design Development Phase;
- 5 or
- 6 .3 If termination occurs prior to commencement of the
- 7 Bidding Phase, or subsequent phases, 5% of the fee
- 8 payable upon the approval of the Construction
- 9 Document Phase, whichever is applicable.
- 10 3.4.3 Payment by the COUNTY of the termination expenses
- 11 set forth in Section 3.4.3 and receipt thereof by
- 12 ARCHITECT, shall constitute full and complete
- 13 performance of this Agreement by COUNTY, and shall
- 14 be in lieu of all claims, demands or causes of
- 15 action by ARCHITECT of any nature arising from the
- 16 performance of this Agreement.

17 ARTICLE 4. METHOD AND TIME OF PAYMENT OF COMPENSATION:

- 18 4.1 Submission of Claims: Monthly, ARCHITECT shall submit claims
- 19 for compensation for services rendered to date, including
- 20 basic compensation limited to the amounts set forth in
- 21 Section 3.1.1, Additional Compensation and Reimbursable
- 22 Expenses, if any. Said claims shall be submitted no later
- 23 than the fifteenth (15th) of the month following the month
- 24 during which the claimed compensation was earned.
- 25 4.2 Claims Forms: ARCHITECT shall submit requests for payments
- 26 on forms provided by COUNTY, and shall submit reasonable

1 verification as required by COUNTY to support said claim.

2 4.3 Claims Approval: Said claims shall be submitted to the
3 Director of the County Facilities and Ground Maintenance
4 Department of COUNTY, who shall take such steps as are
5 necessary to verify the claim's accuracy, and recommend it
6 for payment if accurate and authorized by this Agreement.

7 4.4 Claims Payment. COUNTY shall pay all approved claims no
8 later than the last day of the month following the month
9 during which the services were performed by ARCHITECT.

10 ARTICLE 5 ARCHITECT'S ACCOUNTING RECORDS:

11 5.1 Records of Reimbursable Expenses and expenses pertaining to
12 Additional Services and services performed on the basis of a
13 Multiple of Direct Personnel Expense shall be kept on the
14 basis of generally accepted accounting principles and shall
15 be available to the COUNTY or the COUNTY'S authorized
16 representative at mutually convenient times.

17 ARTICLE 6 TERMINATION OF AGREEMENT

18 6.1 This Agreement may be terminated by either party upon seven
19 days' written notice should the other party fail substanti-
20 ally to perform in accordance with its terms through no
21 fault of the party initiating the termination.

22 6.2 This Agreement may be terminated by the COUNTY upon at least
23 seven days' written notice to the ARCHITECT in the event
24 that the Project is permanently abandoned.

25 6.2.1 Upon cancellation of this Agreement or suspension of
26 work by either COUNTY or ARCHITECT, all rights of

1 the parties shall terminate, except as to payments
2 due ARCHITECT pursuant to Section 3.4.2 hereof.

3 6.2.2 Upon cancellation of this Agreement or suspension of
4 work by either COUNTY or ARCHITECT, ARCHITECT shall
5 furnish to COUNTY all documents and drawings
6 prepared under this Agreement, whether complete or
7 incomplete.

8 ARTICLE 7. HOLD HARMLESS; OTHER INSURANCE:

9 7.1 Hold Harmless: ARCHITECT agrees to indemnify and save harm-
10 less COUNTY, its officers, agents and employees from and
11 against any and all claims, demands, losses, defense costs,
12 or liability of any kind or nature which COUNTY, its
13 officers, agents and employees may sustain or incur or which
14 may be imposed upon them for injury to or death of persons,
15 or damage to property as a result of, arising out of, or in
16 any manner connected with ARCHITECT's performance under the
17 terms of this Agreement, excepting only liability arising
18 out of the sole negligence of COUNTY.

19 7.2 Other Insurance. During the term of this Agreement, the
20 ARCHITECT will at all times maintain at his expense the
21 following:

22 7.2.1 Workers' Compensation Insurance: Workers' Compensa-
23 tion Insurance as required by State law.

24 7.2.2 Comprehensive general liability insurance:

25 Comprehensive General Liability Insurance naming
26 COUNTY, its Board of Supervisors, officers and

employees as additional insured. Comprehensive general liability insurance shall be not less than ONE-HUNDRED-THOUSAND (\$100,000) DOLLARS per person and THREE-HUNDRED-THOUSAND (\$300,000) per accident, for bodily injury, and TWENTY-FIVE-THOUSAND (\$25,000) DOLLARS for property damage.

7.3 Notification of Cancellation: Said insurance policies shall provide that they shall not be cancelled, limited in scope of coverage, or not renewed, until thirty (30) days after written notice thereof has been delivered to COUNTY.

7.4 Effective Dates of Coverage: Said insurance policies shall be in force on the first day of the term of this Agreement. ARCHITECT agrees to deposit with COUNTY, on or before the effective date of this Agreement, certificates of insurance necessary to satisfy COUNTY that the insurance provisions of this Agreement have been met and to keep such insurance in effect and the certificates thereof on deposit with the COUNTY during the entire term of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Meaning of Terms:

Terms in this agreement are intended and shall be construed as having the same meaning as those terms have in the general conditions of the Contract for Construction to be prepared by Yolo County and submitted to interested bidders during the Bidding Phase of the Project.

/ / / / /

1 8.2 REUSE OF PLANS

2 8.2.1 In the event COUNTY desires to reuse the plans in
3 total or in part on this or any other site, or if
4 COUNTY desires to complete any uncompleted portion
5 of the Project, ARCHITECT shall be relieved of all
6 responsibility for the construction resulting from
7 such reuse unless COUNTY enters into an Agreement
8 with ARCHITECT for services in connection therewith.

9 8.2.2 ARCHITECT shall not be entitled to any fees for such
10 use of plans unless COUNTY enters into an Agreement
11 with ARCHITECT for services in connection therewith.

12 8.3 NON-DISCRIMINATION IN EMPLOYMENT:

13 COUNTY and ARCHITECT agree that no discrimination shall be
14 made in the employment of persons because of the race,
15 color, sex, religion or national origin of such person.

16 8.4 TERM OF THIS AGREEMENT

17 This Agreement shall be in effect from and after the date of
18 execution by COUNTY, and shall terminate upon approval by
19 COUNTY of a Notice of Acceptance, or if no such notice is
20 filed, sixty (60) days after actual completion of the work,
21 whichever occurs first. ARCHITECT services required after
22 that termination date shall be compensated as provided under
23 Section 3.2. Additional Services shall be performed upon
24 written instruction by COUNTY.

25 8.5 PROJECT DIRECTOR:

26 The Project Director shall be the DIRECTOR OF COUNTY

1 FACILITIES AND GROUNDS MAINTENANCE of the COUNTY or his
2 authorized representative. He shall represent COUNTY in all
3 matters pertaining to the services to be rendered under this
4 contract except when approval is specifically required by
5 the Board of Supervisors.

6 8.6 AUTHORITY OF COUNTY:

7 This Agreement shall not be considered as giving exclusive
8 authority to ARCHITECT for performing all services pertain-
9 ing to the design and construction of the Project. COUNTY
10 may perform, or have performed, any phase, or any portion of
11 any phase, of the various professional services outlined in
12 this Agreement without liability or obligation to ARCHITECT.

13 8.7 NOTICES

14 All notices shall be deemed to have been given when made in
15 writing and delivered or mailed to the respective represen-
16 tatives of COUNTY and ARCHITECT at their respective address-
17 es as follows:

18 ARCHITECT:

Kent Brown

22 COUNTY:

Benito J. Crescione A.I.A.

Benito J. Crescione

25 / / / /

26 / / / /

1 8.9 SPECIAL CONDITIONS:

2 Special conditions, terms or agreements entered pursuant to
3 this agreement shall be specified on Exhibit "D", which
4 shall be executed by the parties, and attached hereto and
5 incorporated herein by this reference.

6 ARTICLE 9 SUCCESSORS AND ASSIGNS

7 9.1 COUNTY and ARCHITECT, respectively, bind themselves, their
8 partners, successors, assigns and legal representatives to
9 the other party to this Agreement and to the partners,
10 successors, assigns and legal representatives of such other
11 party with respect to all covenants of this Agreement.
12 Neither COUNTY nor ARCHITECT shall assign, sublet or
13 transfer any interest in this Agreement without the written
14 consent of the other.

15 ARTICLE 10. STANDARDS OF PERFORMANCE.

16 10.1 Professional Qualifications:

17 ARCHITECT represents that he is professionally qualified to
18 perform the work to be done by him under this contract.
19 COUNTY, not being skilled in such matters, relies upon the
20 qualifications of ARCHITECT to do and perform the work in a
21 professional manner, and the acceptance of his work by the
22 COUNTY does not operate as a release of said ARCHITECT from
23 responsibility to so perform the work.

24 10.2 Licenses:

25 ARCHITECT shall secure and maintain throughout the term of
26 this Agreement all licenses, permits, qualifications and

1 approvals of whatsoever nature which are legally required
2 for ARCHITECT to practice the profession or to perform the
3 expert professional services required in this Agreement.

4 10.3 Compliance with Laws:

5 PROJECT shall comply fully with all applicable Federal,
6 State and local laws, ordinances, regulations, and permits
7 both during its construction and in its completed condition.

8 10.4 Standards of Performance:

9 ARCHITECT shall perform all services required pursuant to
10 this Agreement in the manner and according to the standards
11 observed by a competent practitioner of the profession in
12 which ARCHITECT is engaged. All work products of whatsoever
13 nature which ARCHITECT delivers to COUNTY pursuant to this
14 Agreement shall be prepared in a substantial first-class and
15 workmanlike manner and conform to the standards of quality
16 normally observed by a person practicing in the ARCHITECT'S
17 profession.

18 10.5 Supervision of Employees:

19 All work or services performed by ARCHITECT or his firm or
20 corporation shall be by or under the direct supervision of
21 registered architects.

22 10.6 Personnel:

23 ARCHITECT shall assign only competent personnel to perform
24 services pursuant to this Agreement. In the event that
25 COUNTY in its sole discretion, at any time during the term
26 of this Agreement, desires the removal of any person or

1 persons assigned by ARCHITECT to perform services pursuant
2 to this Agreement, ARCHITECT shall remove any such person
3 immediately upon receiving notice from COUNTY of the desire
4 of COUNTY for the removal of such person or persons.

5 10.7 Independent Contractor:

6 ARCHITECT shall be deemed to be an independent contractor
7 and under no circumstances shall he or his consultants,
8 employees, agents and/or servants be deemed to be employees,
9 servants, or agents of the County of Yolo. ARCHITECT shall
10 be solely liable and responsible to pay all required taxes
11 and other obligations, including but not limited to with-
12 holding and Social Security. ARCHITECT agrees to indemnify
13 and hold COUNTY harmless from any liability which it may
14 incur to the Federal or State governments as a consequence
15 of this Agreement.

16 ARTICLE 11 EXTENT OF AGREEMENT/WAIVER:

17 11.1 This Agreement represents the entire and integrated agree-
18 ment between the COUNTY and the ARCHITECT and supersedes all
19 prior negotiations, representations or agreements, either
20 written or oral. This Agreement may be amended only by
21 written instrument signed by both COUNTY and ARCHITECT.

22 11.2 Waiver:

23 The waiver by the COUNTY or any of its officers or employees
24 of or the failure of the COUNTY or any of its officers or
25 employees to take action with respect to, any right
26 conferred by, or any breach of any term, covenant, or

1 condition of this agreement shall not be deemed to be a
2 waiver of such term, covenant, or condition, or subsequent
3 breach of the same, or of any other term, covenant, or
4 condition of this Agreement.

5 IN WITNESS WHEREOF, the parties hereto have executed this
6 Agreement on the day and year first above written.

7
8 COUNTY OF YOLO, a political subdivision of
the State of California

9
10 BY

Angela J. Thompson
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

11 ATTEST:

DEC 29 1980

12 PETER McNAMEE, CLERK

13 BY

Peter McNamee
DEPUTY

(SEAL)

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15
16 *Karl Burrow*
17 ARCHITECT
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EXHIBIT "A"

JUVENILE COURT FACILITIES
Scope of Project

- A. Provide working drawings and construction documents for addition and remodeled areas as per schematic design furnished.
- B. Coordinate with Probation Department in developing the following:
 - 1. Workable security for booking enclosure.
 - 2. Communication system between Juvenile Hall and Court Facilities.
 - 3. Communication between escort and bailiff.
 - 4. "Panic Alarm System" in courtroom.
 - 5. Covered secure walkway from Juvenile Hall to Court.
 - 6. Furniture and furnishings.
- C. Areas to be remodeled are as follows:
 - 1. Existing Lounge #116.
 - a. Provide sound insulated wall to separate kitchenette from new office space.
 - b. Explore feasibility of re-positioning kitchenette as shown on schematic.
 - 2. Existing multi-purpose Room #107.
 - a. Provide access through existing west wall.
 - b. Develop new elevated and fixed judges bench.
 - c. Provide sound deadening between (e) Women's Room #106 and new court room.
 - 3. Existing storage room #140.
 - a. Provide access to court as per schematic.
 - b. Relocate gas meters.
- D. Coordinate the following with the Probation Department and include in bid as alternates to court project.
 - 1. Security fence for recreation.
 - 2. New locks through out (E) Building (Except sleeping rooms).
 - 3. Parking, Exterior lighting, Landscaping and Sprinklers.

EXHIBIT " A "

The actual expansion to Juvenile Hall for the court facilities will consist of approximately 1,750 square feet. This will include enlargement of the existing lobby space and addition of new judge/referee and attorney facilities.

The lobby allows for the flexibility to segregate people depending upon the nature of court cases.

With minor modification, the existing conference room will meet the needs of a working courtroom.

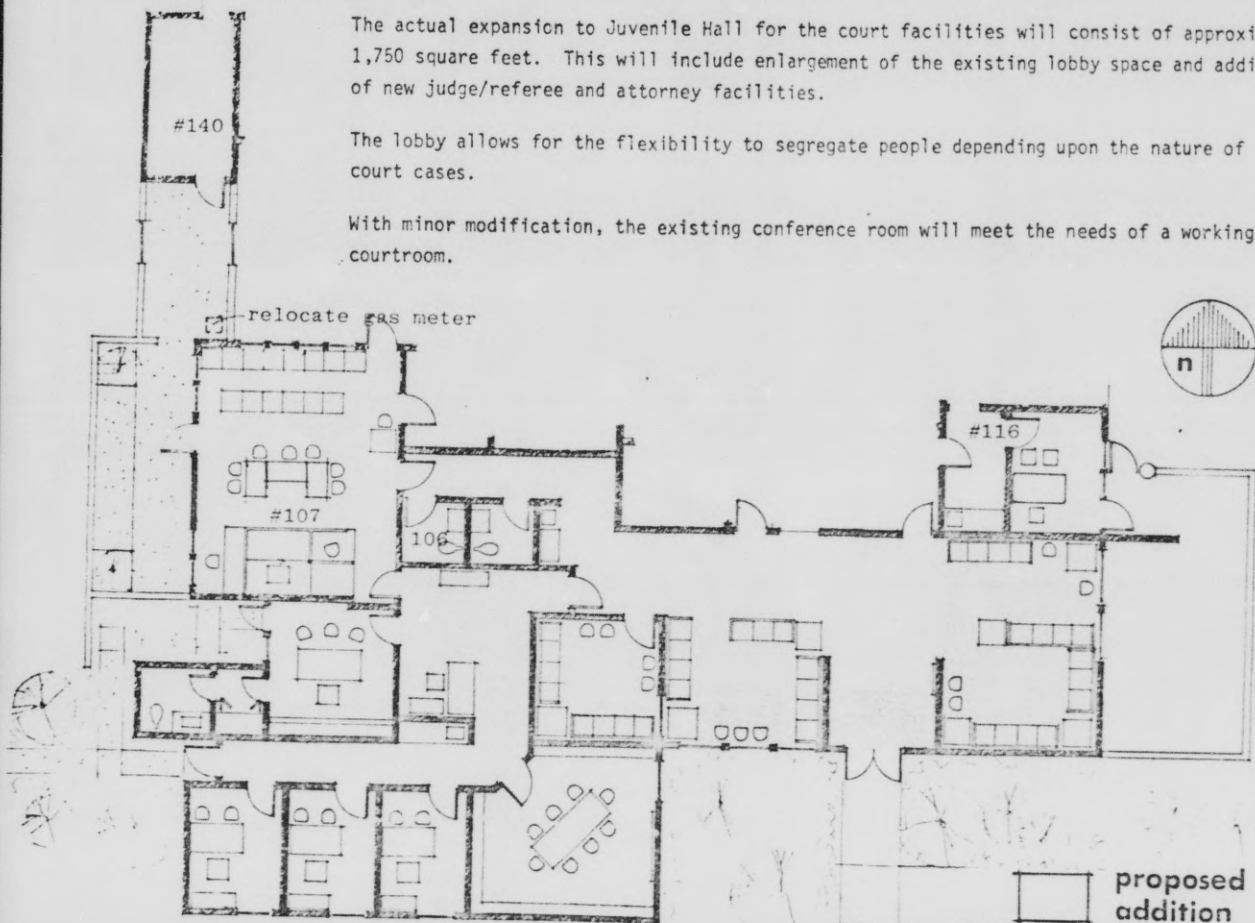
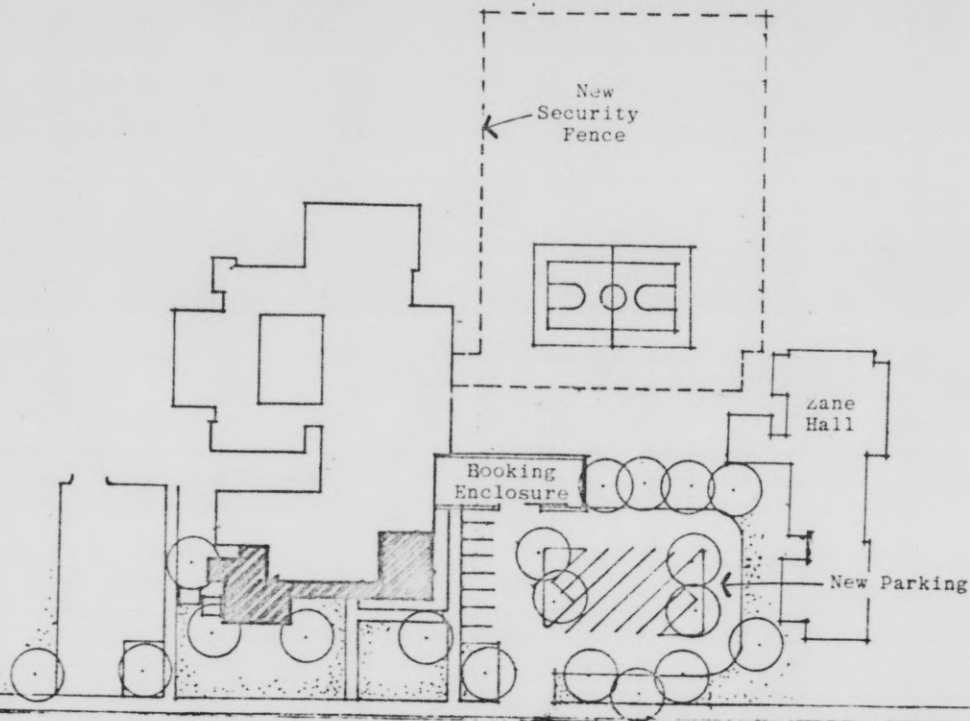


EXHIBIT A



PROPOSED

JUVENILE

COURT



proposed
addition

EXHIBIT B
TIME TABLE

This time schedule sets forth the Agreement of the Parties regarding the dates within which steps in the Project are to be completed, and may not be modified except with the written consent of the parties, pursuant to Section 1.7 hereof:

ITEM	COMPLETION DATE
1. Schematic Design Phase	January 2, 1981
2. Design Development Phase	February 28, 1981
3. Construction Documents Phase	April 20, 1981
4. Bidding Phase	June 10, 1981
5. Construction	October 30, 1981
6. Acceptance	November 10, 1981

EXHIBIT C

COMPENSATION RATES

Principal's time shall be computed at a fixed rate of twenty five dollars (\$25.00) per hour. For the purposes of this agreement, the principal is Kent Burrow.

Employee's time shall be a multiple of three (3) times the employee's direct salary.

For additional services of consultants and for reimbursement expenses, compensation shall be a multiple of one point one (1.1 times the amount expended by ARCHITECT.

EXHIBIT D

NONE

FILED

NOV 3 1980

OK

PETER McNAMÉE, Clerk

AGREEMENT NO. 80-373

By

2

DEPUTY

(Agreement Regarding Property Tax Revenue Exchange)

THIS AGREEMENT, executed this 21st day of October, 1980, by and between the CITY OF WOODLAND, a municipal corporation, State of California, hereinafter referred to as CITY, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

I. Recitals:

- A. Section 99 of the California Revenue and Taxation Code, as amended by Chapter 801 of the Statutes of 1980, requires each city and county to agree to a negotiated exchange of property tax revenues in the case of a jurisdictional change in local agencies, other than a city incorporation or formation of a district.
- B. On September 22, 1980, the Yolo County Local Agency Formation Commission approved the annexation of territory to CITY. The annexation was designated as the "West Main Street Island Annexation to the City of Woodland."
- C. CITY and COUNTY have negotiated the matter of the exchange of property tax revenues to be exchanged as a result of said annexation.

II. AGREEMENTS:

- A. For each of the 1980-81 and 1981-82 fiscal years, there shall be an exchange of property tax revenues. For each of said years the

1 respective portions of the property tax revenues derived from the
2 territory subject to the annexation shall be determined according
3 to the following calculations:

- 4 1. By using tax rate equivalents, CITY and COUNTY shall
5 determine the total amount of property tax revenue allocated
6 in the 1979-80 fiscal year to CITY and COUNTY derived from
7 all property within the boundaries of CITY as those
8 boundaries existed on June 30, 1980.
- 9 2. CITY and COUNTY shall determine the relative proportions of
10 the total determined by paragraph 1 above received by each
11 agency for the 1979-80 fiscal year.
- 12 3. Except as modified by paragraph number 4 below, for each of
13 the 1980-81 and 1981-82 fiscal years, CITY and COUNTY shall
14 receive the same relative proportion of the property tax
15 revenue, including any annual tax increment, available to
16 COUNTY derived from the territory subject to the annexation
17 as determined in paragraph 2. above. The property tax
18 revenues to be so divided shall be those available to COUNTY
19 within the territory subject to the annexation. Those
20 revenues available to COUNTY within such territory shall be
21 deemed to include all the tax rate equivalents allocated to
22 the COUNTY for the 1979-80 fiscal year for such territory.
- 23 4. Notwithstanding the foregoing, for the 1980-81 fiscal year
24 the actual amount of property tax revenue derived from the
25 subject territory to be paid to CITY shall be fifty percent
26 (50%) of the total CITY would receive pursuant to the

1 calculations provided for in paragraphs 1-3 above. The
2 purpose of this fifty percent allocation of revenue to CITY
3 for the 1980-81 fiscal year is to have the amount of
4 property tax revenue received by CITY roughly approximate
5 the portion of the fiscal year remaining after the effective
6 date of the annexation. The parties expect the annexation to
7 become effective during the month of December 1980.

- 8 5. In years subsequent to 1981-82 any annual tax increment
9 derived from the affected territory shall be allocated to
10 CITY and COUNTY in the same proportion as other property tax
11 revenues.

12 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
13 the day and year first above written.

14
15 COUNTY OF YOLO

16 BY Theresa J. Thompson
17 CHAIRMAN OF THE BOARD OF SUPERVISORS
18 COUNTY OF YOLO, STATE OF CALIFORNIA

19 CITY OF WOODLAND

20
21 BY Harry D. Walker
22
23
24
25
26

BK

FILED

OCT 21 1980

PETER McNAMÉE, Clerk

By

DEPUTY

AGREEMENT NO. 80-374

(Agreement Amending Agreement for Lease and License
of Parachuting Facility)

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THIS AGREEMENT made and entered into this 21st day of October, 1980,
by and between the County of Yolo, a political subdivision of the State of
California, hereinafter identified as LANDLORD, and George Morar, dba
Parachutes Plus, hereinafter identified as TENANT,

WITNESSETH:

RECITALS:

1. Heretofore LANDLORD and TENANT entered into Agreement No. 79-161, an
agreement for lease and license of parachuting facility.

2. The parties desire to amend Section 7 of Agreement No. 79-161 as set
forth below.

AGREEMENTS:

1. Paragraph 7 of Yolo County Agreement No. 79-161 between the parties
hereto is hereby amended to read as follows:

7. Improvements and Structures. During the term of this
agreement, TENANT may construct and place such improve-
ments and structures upon the leased property, but not
upon the licensed property, as are necessary for the use
of the leased property to conduct business. TENANT may
place structures allowed by applicable laws, regulations,
ordinances, and resolutions of the State of California and
the County of Yolo and not for residential facilities.
All such improvements placed shall be subject to the
applicable general plan, specific plan, and Yolo County

1 zoning ordinances, and this agreement shall not be
2 construed as rendering them inapplicable in any way.
3 TENANT agrees, at his expense, to apply for and prior to
4 construction to receive approval of any discretionary land
5 use permit required by the ordinances or resolutions of
6 the County of Yolo in effect at the time of application,
7 and further agrees to abide by all conditions imposed by
8 the Yolo County Planning Commission on any such land use
9 approval.

10 TENANT agrees that all improvements shall be installed in
11 conformity with the applicable building, plumbing,
12 electrical, mechanical or other applicable building
13 standards codes, and also in conformity with all Federal,
14 State, and County ordinances, rules, and regulations
15 governing structures located in or around airports.

16 Improvements in structures affixed to the leased property
17 shall become a part of the reality and shall remain as
18 LANDLORD's property after termination of the lease or any
19 extension thereof; provided, however, that TENANT may,
20 prior to the termination of the lease or its extension,
21 remove any improvement at his sole expense, and agrees in
22 said event that TENANT will restore the premises to their
23 original condition and shall reimburse LANDLORD for any
24 damages caused by removal of improvements.

25 2. In all other respects, the terms and conditions of said Agreement
26 No. 79-161 are hereby ratified and confirmed.

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement as of
2 the day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivision of
4 the State of California

5 BY

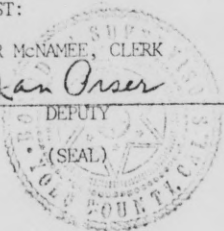
Temple J. Thompson
6 CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

7 ATTEST:

8 PETER McNAMEE, CLERK

9 BY

Jan Orser
10 DEPUTY



11 PARACHUTES PLUS

12 BY

George Morar
13 GEORGE MORAR

FILED

COPIES

☐ DIVISION
☐ APPLICANT
☐ POWER

PETER McMAHON, Clerk

By [Signature]

BK

YOLO COUNTY AGREEMENT NO. 80-375
 PACIFIC GAS AND ELECTRIC COMPANY
 ELECTRIC SERVICE AGREEMENT

REFERENCE

BPY 22 0167

El Macero County Service Area

hereinafter called Customer, hereby agrees to purchase from PACIFIC GAS AND ELECTRIC COMPANY, hereinafter called Pacific, and Pacific hereby agrees to sell and deliver to Customer during the term hereof, all of the electric service required for the operation of Customer's electrical machinery and apparatus, upon Customer's premises at Between Lot 375 and 376 E/El Macero Drive

County of Yolo

State of California, (which service is designated as Pumping station), all in accordance with the applicable rates, and rules legally established from time to time and on file with the Public Utilities Commission of the State of California. Customer shall pay Pacific monthly for said service at any established office of Pacific upon presentation to Customer of a bill therefor, at the rates and charges applicable thereto, as set forth in Schedule No. A1P, hereby Accepted by Customer, a copy of which schedule is hereunto annexed.

All electricity delivered hereunder shall be what is commonly designated as 3 phase, 60 cycle, alternating current, and shall be metered at an electro-motive force of approximately 120/240 volts, slight variations in frequency and electro-motive force to be allowed.

Customer agrees that the rated capacity of the electrical machinery and apparatus to be operated hereunder shall at no time be less than

LIGHT K. W. HEAT K. W. POWER 55 H. P.

For billing purposes, connected load guaranteed to be not less than
55 horsepower

Customer may, with Pacific's written consent, assign this agreement if the assignee thereof will in writing agree to perform said agreement.

Customer hereby grants Pacific a right of way over the shortest practicable route for any pole and wire line which it may be necessary to build over Customer's premises for the purpose of making delivery of electric service hereunder.

Delivery of electricity hereunder by Pacific shall be at the point where wires owned, leased or under license by Customer contact Pacific's wires, but for the convenience of the parties hereto said electricity may be transformed and/or metered at such location on the Customer's side of said point of delivery as shall be agreed upon by the parties hereto.

If the service rendered under this contract is for agricultural power and if Pacific elects to install an agricultural power service pole in connection therewith as described in Pacific's specifications for "Minimum Requirements for Agricultural Power Service Pole," in which event copy of said specifications is attached and made a part hereof, Pacific hereby grants Customer permission, free of rent, to install on said pole at Customer's risk and expense those materials which Customer is required to furnish, install and maintain under "Section 2. General Requirements" of said specifications and thus to occupy said pole during the term of this contract. After Customer has completed the installation of said facilities, Pacific will thereafter maintain them above a point eight (8) feet above the ground at Customer's expense.

Commencement of electric service hereunder shall begin on the date ready for service, 19 80 and shall continue thereafter for the term of three years and after said period until terminated by either party hereto giving the other thirty (30) days prior written notice thereof.

This agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California, as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Executed this 21st day of October, 19 80.

El Macero County Service Area

CUSTOMER

[Signature]
 Department of Public Works
 292 West Beamer Street
 Woodland, CA. 95695

MAILING ADDRESS

PACIFIC GAS AND ELECTRIC COMPANY

D. B. Greathouse

By [Signature]
 MANAGER Sacramento

DIVISION

62 4503 REV. 4-78

BK

FILED

OCT 21 1980

PETER McNAMARA, Clerk

By

DEPUTY

AGREEMENT NO. 80-376

(To Provide Linen Services)

THIS AGREEMENT, made and entered into this 21st day of October, 1980, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as COUNTY, and HOSPITAL LINEN RENTAL SERVICE, hereinafter called SUPPLIER.

W I T N E S S E T H:

RECITALS:

1. COUNTY's hospital requires linen services of the type SUPPLIER renders.
2. SUPPLIER is low bidder to provide said services, proposal attached hereto as Exhibit "A" and incorporated herein.

AGREEMENTS: COUNTY, in consideration of SUPPLIER's promises contained in hereinafter recited agreements, and SUPPLIER, in consideration of COUNTY's promises contained in hereinafter recited agreements, agree:

1. SUPPLIER agrees to rent and service and COUNTY agrees to accept, pay for and use exclusively in all its Hospital locations within the service area of Supplier, in all its departments, all of its hospital's requirements for linen items, in accordance with SUPPLIER's proposal and price list attached hereto as Exhibit "A" and incorporated herein by reference thereto.

2. It is specifically understood and agreed that SUPPLIER is an independent contractor and is not subject to the direction and control of COUNTY except as to final result. SUPPLIER shall be solely liable and responsible to pay all applicable required taxes and other obligations, including, but not limited to, applicable withholding taxes and social security. SUPPLIER agrees to indemnify and hold COUNTY harmless from any liability which it may incur to the Federal or State Governments as a result of this contract.

3. The term of this Agreement will be from November 1, 1980 to June 30, 1981, whereupon it will renew automatically unless either party gives 60 days advance notice of termination. It is ^{otherwise} cancellable only for cause or lack of funds.

IN WITNESS WHEREOF, the parties hereto have executed this

1 Agreement as of the day and year hereinabove set forth.

2
3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5 Angela J. Thompson
6 CHAIRMAN OF THE BOARD OF SUPERVISORS
7 COUNTY OF YOLO STATE OF CALIFORNIA

8 ATTEST:

9 PETER McNAMES, CLERK

10 By Jan Orser
11 (Deputy)

12 HOSPITAL LINEN RENTAL SERVICE

13 By Joe L. Montgomery

14
15 APPROVED AS TO FORM

16 CHARLES R. MACK
17 COUNTY COUNSEL

18 By Robert Mack
19 DEPUTY COUNTY COUNSEL

HOSPITAL LINEN RENTAL AGREEMENT

EXHIBIT "A"

Our price schedule is as follows:

Sheets	.20	
Draw	.17	
Bath Blankets	.21	
Pillow Cases	.10	
Large Bath	.11	
Small Bath	.08	
Hand	.08	
Bed Pads	.28	
Dietary Wipes	.10	
Rib Aprons	.25	
Thermo Spreads	.95	
Spreads	1.00	
Laundry Bags	.15	
Wash Cloths	.08	
Baby Shirts	.20	
Large Shirts	.20	
Baby Blankets	.18	
Baby Diapers	.10	
Large Diapers	.10	
Adult Diapers	.15	
Patient Gowns	.28	
Child Gowns	.25	
Wipes (Terry (.35 reg.)	1.50	terry
Surgery Towels	.15	
X-ray Gowns	.48	

Wrappers

12 x 12	.20
18 x 18	.22
24 x 24	.25
30 x 30	.35
36 x 36	.40
54 x 54	.55

Sheets

Circi	.35
Spinal	.40
Lap	.95
Peri	.55
Leggings	.40
Mayo	.40

Wearing Apparel

Doctors Suits	
Shirts, reg.	.39
Shirts, X-Lg.	.44
Pants, reg.	.43
Pants, X-Lg.	.47
Scrub Dresses, reg.	.54
Scrub Dresses, X-Lg.	.59
Nurses Pant Suits - tunics	
Tops	.75
Bottoms	.75
Operating Gowns, Lg.	.60
Isolation Gowns	.60

OCT 24 1980

PETER McNAMEE, Clerk

Deputy
DEPUTY

AGREEMENT NO. 80-377

(Agreement Providing for the Administration of War on
Poverty Programs in Yolo County, California)

THIS AGREEMENT, made and entered into this 21st day of October,
1980, by and between the Yolo County Board of Supervisors as the Community
Action Agency for Yolo County, hereinafter referred to as Designating
Officials, and the ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a
non-profit corporation, hereinafter referred to as COMMISSION,

W I T N E S S E T H:

WHEREAS, the Yolo County Board of Supervisors on May 13, 1968, designated
itself as the Community Action Agency for Yolo County and has since received
recognition as such from the Federal Office of Economic Opportunity; and

WHEREAS, there currently exists the Economic Opportunity Commission of
Yolo County, Inc., a non-profit corporation, which is administering the
various war on poverty programs in Yolo County; and

WHEREAS, it is deemed to be in the best interests of all parties and
persons concerned that this non-profit corporation continue to administer the
war on poverty programs in Yolo County.

NOW, THEREFORE, the parties to this agreement do hereby agree as follows:

ITEM I - PURPOSE

The purpose of the Yolo County Community Action Agency is to provide a
sufficient number of projects or components to provide in total a range of
services and activities having a measurable and potentially major impact on
the causes of poverty in the areas of the County where poverty is a
particularly acute problem.

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1 Commission of Yolo County, Inc., shall constitute the Community Action Board
2 of the Yolo County Community Action Agency.

3 B. MEMBERSHIP: Membership of the Community Action Board shall be in
4 accordance with Federal statutes and regulations governing membership.

5 1. Number: The Community Action Board shall consist of fifteen (15)
6 members.

7 2. Structure: At least one-third of the Community Action Board shall be
8 representatives of the poor in Yolo County; not more than one-third shall be
9 public officials as defined by 45 Code of Federal Regulations Part 1062 dated
10 May 14, 1979; the remaining number shall represent private organizations and
11 interests. Any member selected to represent a given geographical area must
12 reside in that area.

13 3. Method of Selection.

14 a. Representatives of the poor shall be selected by a democratic
15 selection process which insures maximum feasible participation of the poor.

16 b. Public officials shall be selected by the Designating
17 Officials.

18 c. Representatives of private organizations and interests shall be
19 selected by the organizations and interests themselves.

20 4. Term of Office: Members of the Community Action Board, other than
21 public officials or their representatives, shall not serve for more than five
22 (5) consecutive years without a one (1) year break in service, nor more than a
23 total of ten (10) years.

24 5. Change in Membership:

25 a. Any community agency or any representative group of the poor
26 which feel themselves inadequately represented may petition for adequate

1 representation. The petition must be submitted in writing to the Community
2 Action Board accompanied by a statement of the reason the group feels that it
3 is not adequately represented.

4 b. The petition will be heard at a public meeting of the Community
5 Action Board which shall prepare a written statement of its actions and submit
6 a copy to the Regional Office of CSA.

7 c. If a petition is approved, the Community Action Board, after
8 consultation with the Designating Officials, shall take the necessary action
9 to realign the total membership to maintain the proper representation of
10 public officials and the poor as required by law.

11 C. POWERS: The Community Action Board shall have the following powers:

12 1. All powers of the Designating Officials as described in ITEM II-B
13 which are not directly exercised by those officials or delegated to area
14 policy boards.

15 a. The Designating Officials may exercise their powers by
16 approval, disapproval, or a decision to take no action upon a matter.

17 b. No failure of the Designating Officials directly to exercise
18 such powers shall be deemed to exist until 45 days after written request for
19 such exercise shall have been filed with the Clerk of the Designating
20 Officials by the Community Action Board.

21 2. The right to reasonable advance notice of, and an opportunity to
22 make recommendations to the Designating Officials concerning the exercise of
23 all powers listed in ITEM II-B which those officials have not delegated to the
24 Community Action Board.

25 3. Supervision of the administration of all CSA policies and standards
26 and of all program, administrative and financial policies and rules adopted by

1 the Designating Officials, including elaboration, supervision, and enforcement
2 in the first instance, of all such policies and rules.

3 4. Selection of its own officers, executive committee (if any), and
4 other committees, and (where approved by CSA and provided for in the budget)
5 its own staff to assist in performing its functions.

6 5. To participate jointly and concur formally in the selection of
7 Executive Director.

8 D. RESPONSIBILITIES: The Community Action Board shall be responsible for:

9 1. The day-to-day operation, administration, and coordination of the
10 various approved war on poverty programs in order to achieve established goals
11 and objectives.

12 2. Assuring that all federal requirements as to conformity are met.
13 Where action of the Designating Officials is required in order to achieve
14 conformity, the Community Action Board shall prepare a recommended action for
15 consideration by the Designating Officials.

16 3. Submitting to the Designating Officials at least quarterly, and more
17 frequently if requested, a progress report on each of the funded programs,
18 outlining how the program is meeting its goals and objectives.

19 4. Preparation for consideration and approval of the Designating
20 Officials of the funding request for each new program year in accordance with
21 all federal requirements as to timing, procedure, and other matters.

22 5. Keeping the Designating Officials fully informed of developments
23 within the war on poverty program, either of a legislative or administrative
24 nature which would affect the operation of the program within Yolo County.

25 E. MEETINGS:

26 1. The Community Action Board shall meet at least once each month for

1 the conduct of its regular business. Notification of the time and place of the
2 meeting and a copy of the agenda shall be sent to the Clerk of the Designating
3 Officials no later than five days prior to the date of the meeting. All
4 meetings of the Community Action Board shall be open to the public, except as
5 may be otherwise permitted by law.

6 2. The official minutes of each meeting of the Community Action Board
7 shall be set to the Clerk of the Designating Officials no later than ten (10)
8 days after the date of each meeting.

9 3. Quorum requirements for meetings of the Community Action Board shall
10 be at least fifty percent (50%) of the non vacant seats of the Board. No
11 action of the Community Action Board shall be binding in the absence of the
12 proper quorum. Every effort shall be made to hold meetings of the Community
13 Action Board and its committees at such times as will enable the
14 representatives of the poor to be in attendance.

15 F. COMMITTEES: All committees of the Community Action Board shall be
16 organized in accordance with federal requirements as to composition.

17 ITEM IV - PERSONNEL

18 A. The Executive Director and all other persons employed in the various
19 programs designed to combat poverty shall be employees of the COMMISSION or
20 its delegate agencies as of July 1, 1980.

21 B. Any increase in personnel of COMMISSION which exceeds the number of
22 personnel authorized by the approved budget shall require prior approval of
23 the Designating Officials.

24 C. Personnel employed by the COMMISSION shall be within the limitations of
25 the approved budget.

26 D. All personnel of the Commission shall be paid a salary consistent with

1 the salary schedule of the County of Yolo for the same or similar positions
2 subject to approval of the Regional Office of the CSA in accordance with
3 federal regulations.

4 ITEM V - FISCAL

5 A. All funds received by the Designating Officials for the Commission shall
6 be deposited in the Yolo County Treasury and no disbursements shall be made
7 therefrom except on a duly issued warrant of the Yolo County Auditor.

8 B. The Yolo County Auditor shall make lump sum allotments to the COMMISSION
9 for the operation of the various programs in accordance with the approved
10 budgets. Said allotments shall be approved by the Designating Officials,
11 provided such funds have been received from the federal or state government or
12 private donations.

13 C. The Yolo County Auditor shall prescribe the necessary procedures and
14 controls to assure the accurate accounting for all receipts, encumbrances,
15 expenditures and balances of money by the COMMISSION.

16 D. The Yolo County Auditor shall audit the books and fiscal records of the
17 COMMISSION once every six months, or more frequently if deemed appropriate,
18 and submit an audit report to the Designating Officials. Such audit shall be
19 an in kind contribution to the COMMISSION.

20 E. All checks issued by the COMMISSION shall be signed by the Executive
21 Director or designee and the President of the COMMISSION or the Treasurer.

22 ITEM VI - INVENTORY

23 A. The Community Action Board shall be responsible for the maintenance and
24 accounting for all property of COMMISSION in which the Federal government
25 holds an interest or residual power of disposition. A copy of all inventories
26 shall be filed with the government officials.

1 B. No inventory acquisition of a fixed assets nature such as cars, trucks,
2 official furniture and equipment, etc., shall be made by COMMISSION without
3 prior approval of the Designating Officials.

4 ITEM VII - BUDGETS

5 A. No change of any type shall be made by COMMISSION in any program budget
6 from that approved in the grant application without prior approval of the
7 Designating Officials.

8 B. No expenditure in excess of the approved budget allocation shall be made
9 by COMMISSION without prior approval of the Designating Officials.

10 ITEM VIII - EXECUTIVE DIRECTOR

11 A. Subject to the administration direction of the Community Action Board,
12 the Executive Director shall be directly responsible to the Community Action
13 Board and Designating Officials for carrying out and administering the
14 operating functions of the COMMISSION, for submitting written and oral reports
15 to the Community Action Board and Designating Officials, for submitting
16 program recommendations, for preparation and submission of the annual budget,
17 for controlling expenditures consistent with the adopted budget, for the
18 proper accounting and management of COMMISSION finances and properties, for
19 carrying out and enforcing the policies of the Community Action Board and
20 Designating Officials, for acting as liaison between the COMMISSION and the
21 Designating Officials, for the general management of all COMMISSION functions
22 and programs subject to the approval of the Community Action Board and the
23 Designating Officials and to the direction of the president during the interim
24 periods between Community Action Board meetings and for the performance of
25 such other duties and responsibilities as the Community Action Board or
26 Designating Officials may from time to time assign to the Executive Director.

1 B. The incumbent Executive Director of the COMMISSION shall become Executive
2 Director as an employee of the COMMISSION on October 22, 1980, retaining
3 seniority as Executive Director and such sick leave and vacation he/she may
4 have accumulated up to but not exceeding the maximum allowed under COMMISSION
5 employment.

6 C. The process for selecting a future Executive Director shall include the
7 following steps:

8 1. The Personnel Committee of the Community Action Board shall serve as
9 a screening panel for applicants to refer candidates to an oral panel.

10 2. From the candidates referred by the screening panel, an oral panel
11 shall refer the top candidates to the County Administrative Officer and
12 Designating Officials.

13 3. The oral panel shall consist of five persons of whom one shall be
14 the chairperson of the Community Action Board, one shall be a low income
15 member of the Community Action Board designated by that Board, one shall be a
16 member of the Designating Officials selected by those Officials, and two shall
17 be selected by the Yolo County Personnel Department, but shall not be officers
18 or employees of Yolo County or Commission.

19 D. Any disciplinary action against the Executive Director, including
20 termination, shall be undertaken by joint action of the Community Action Board
21 and the Designating Officials.

22 ITEM IX - OTHER

23 All contracts, insurance policies, rental leases, etc., shall be executed
24 in the name of the Economic Opportunity Commission of Yolo County, Inc.

25 ITEM X - AMENDMENTS

26 This agreement may be amended upon recommendation of either party,

1 subject to the approval of both parties. Approval of any amendment shall be
2 made in a public meeting of both the Designating Officials and the Community
3 Action Board, and such approval shall be included in the official minutes of
4 the respective meetings.

5 ITEM XI - TERMINATION

6 This agreement may be terminated by either party upon presentation to the
7 other party of written notice of intention to terminate at least six months
8 prior to the desired termination date except that termination for failure to
9 comply with Federal rules and regulations can be made with less notice.

10 ITEM XII - EFFECTIVE DATE

11 The effective date of this agreement shall be October 22, 1980, and as of
12 that date, this agreement shall supersede Yolo County Agreement No. 78-214 and
13 all amendments thereof.

14 ITEM XIII - TRAVEL

15 Notwithstanding any other provisions of this agreement, the COMMISSION
16 and its officers and employees shall adhere to the travel policy that the
17 Designating Officials may from time to time set forth.

18 // // // //

19 // // // //

20 // // // //

21 // // // //

22 // // // //

23 // // // //

24 // // // //

25 // // // //

26 // // // //

1 IN WITNESS WHEREOF, the parties hereto have executed this agreement the
2 day and year first above written.

3 YOLO COUNTY BOARD OF SUPERVISORS

4 By Angela J. Thompson
5 CHAIRMAN OF THE BOARD OF SUPERVISORS
6 COUNTY OF YOLO, STATE OF CALIFORNIA

7 ATTEST:

8 PETER McNAMEE, CLERK

9 By Jan Orser
10 Deputy

11 (SEAL)

12 ECONOMIC OPPORTUNITY COMMISSION OF
13 YOLO COUNTY, INC., a non-profit
14 corporation

15 By Thomas G. Zo
16 President

17 By Cheryl Smith
18 Secretary

STANDARD AGREEMENT

STATE OF CALIFORNIA
OFFICE OF THE ATTORNEY GENERAL

AGREEMENT NO. 80-378

☐ CONTRACT
☐ STATE AGENCY
☐ COUNTY OF
☐ CITY/CLERK
☐ COUNTY CLERK

THIS AGREEMENT, made and entered into this 1st day of October, 1980,
 in the State of California, by and between State of California, through its duly elected or appointed,
 qualified and acting

P.C. 822

OFFICE OF OFFICER ACTING FOR STATE

Director

Employment Development Department,

California State Office of Economic Opportunity

7901-0500

Contractor called the State or CSOEO, and

Yolo County Economic Opportunity Commission

Contractor called the Contractor,

WITNESSETH That the Contractor for and in consideration of the payments, conditions, agreements, and stipulations of the
 hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

AMENDMENT NO. 5

That agreement pertaining to a Low-Income Weatherization Program, entered into
 on July 15, 1979 and amended on September 1, 1979, December
 17, 1979, March 24, 1980, and May 1, 1980, is hereby
 further amended as follows:

1. Add to Article 11.G (1) the following:

"PRIOR permission to hire labor must be obtained from CSOEO, and such
 approval will be contingent upon receipt from Contractor and evaluation
 by CSOEO of (1) written denial by the CETA Prime Sponsor of Contractor's
 application for CETA positions for the weatherization program and/or (2)
 certification by the CETA Prime Sponsor of the inability to fill open
 CETA positions for the weatherization program."

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNCIL

(Continued on Page 2)

By [Signature]
COUNTY COUNCIL

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date hereinafter stated.

STATE OF CALIFORNIA

CONTRACTOR

Employment Development Department,
 California State Office of Economic Opportunity

AUTHORIZED SIGNATURE

CONTRACTOR, OTHER THAN AN INDIVIDUAL, STATE, COUNTY, CITY, OR
 PARTNERSHIP, FTS
 Yolo County Economic Opportunity Commission

AUTHORIZED SIGNATURE

[Signature]
 Twyla J. Thompson, Chairman
 Yolo County Board of Supervisors
 ADDRESS
 Yolo County Courthouse
 Woodland, California 95695

Director, CSOEO

Department of General Services
Use ONLY

STUDENT EMPLOYMENT	ALL OTHERS	FUND
\$	ITEM	CHARTER
\$	STATUTES	GENERAL
\$	FUNCTION	
\$	ADDITIONAL	
\$	ADDITIONAL	
\$	ADDITIONAL	

I hereby certify that all conditions for execution set forth in State Administrative Manual, Chapter 1, Section 101, have been complied with, and that the contract is in accordance with the provisions of the State Administrative Manual, Chapter 1, Section 101.

SIGNATURE OF OFFICER, BOARD OR BOARD OF THE COUNTY

2. Add to Article 11.J (2) the following:
"The amount of funds that can be expended on such a dwelling is limited to the number of eligible units times the maximum expenditure per unit. For example, if a 100 unit building contains 80 units occupied by eligible families and 20 units by ineligible families:
 - a. the building can be weatherized under the 66 percent criterion;
 - b. \$80,000 is the maximum which can be spent on all units and common areas;
 - c. of the \$80,000 (at \$100 maximum per unit) \$8,000 is the maximum which can be spent for repairs;
 - d. and if all 100 units in the building are weatherized, 100 units should be counted."
3. Add to Article 11.K (1) the following:
"(i) Storage of weatherization materials."
4. Add to Article 11 the following:
"S. Contractor agrees that materials, tools, equipment, and labor provided with funds under this agreement shall be utilized only to provide services to eligible, as defined in Article 11.A, residential dwellings."

All other terms and conditions shall remain unchanged.

MODIFICATION

Agreement No. 80-379

REQUEST FOR MODIFICATION TO CONTRACT # 79-356

REQUEST DATE August 15, 1980

CETA TITLE: IV YOCIP

CORRESPONDS TO ANNUAL PLAN MOD # 06-0061-38

PROGRAM NAME: Economic Opportunity
Commission of Yolo County

MOD # N/A

Changes herein will have the following effect on federal government funds in this contract:

☒ Unchanged ☐ Increased by \$ _____ ☐ Decreased by \$ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To modify the contract narrative to reflect a change in the qualifications of the Energy Director.

NOV 18 1980

MODIFICATION

PETER MORAN, Clerk

By Peter Moran

The program narrative is revised to delete the reference to the Energy Director possessing a California Lifetime Teaching Credential.

November 7, 1980

New grant total and fixed price

Signature of program operator

Date

Recommendation and/or comments by staff:

☒ Approve

☐ Disapprove

Recommendation of the MAPC:

☐ Approve

☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.

☐ Request for modification approved pursuant to the authority of the Governing Board. Except as hereby modified, all terms and conditions of said contract remain unchanged and in full force and effect.

Signature of Authorized Officer

10-28-80
Date

February 1, 1980

Effective date of modification

MODIFICATION

Agreement No. 80-379

#

REQUEST FOR MODIFICATION TO CONTRACT # 79-356REQUEST DATE August 15, 1980

CETA TITLE: IV YCCIP

CORRESPONDS TO ANNUAL PLAN MOD # 06-0061-38PROGRAM NAME: Economic Opportunity
Commission of Yolo CountyMOD # N/A

Changes herein, will have the following effect on federal government funds in this contract

☒ Unchanged☐ Increased by \$ _____☐ Decreased by \$ _____

The above number contract is to be modified as follows: (Attach support documents)

GENERAL INTENT

To modify the contract narrative to reflect a change in the qualifications
of the Energy Director.

FILED

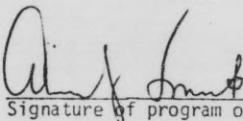
NOV 13 1980

MODIFICATION

PETER MCNAMEE, Clerk

By Peter McNamee
DEPUTYThe program narrative is revised to delete the reference to the Energy
Director possessing a California Lifetime Teaching Credential.

New grant total and fixed price



Signature of program operator

November 7, 1980

Date

Recommendation and/or comments by staff:

☒ Approve☐ Disapprove

Recommendation of the MAPC:

☐ Approve☐ Disapprove

ACTION OF THE YOLO COUNTY MANPOWER ADMINISTRATION:

☐ Request for modification denied.☐ Request for modification approved pursuant to the authority of the Governing Board.
Except as hereby modified, all terms and conditions of said contract remain unchanged
and in full force and effect.

Signature of Authorized Officer

10-28-80

Date

February 1, 1980

Effective date of modification